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Strengthening Democratic Institutions and Processes in East Timor

Solicitation Number : Indonesia 02-009
Issuance Date : May 2, 2002
Closing Date : June 17, 2002
Closing Time : 4pm (local time-Jakarta)

**Subject: Request for Applications (RFA) No. Indonesia 02-009
Strengthening Democratic Institutions and Processes in East Timor**

Dear Applicant:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, the United States Agency for International Development in Indonesia (USAID/Indonesia) will issue cooperative agreement(s) to strengthen democracy in East Timor. USAID's medium- to long-term democracy and governance support follows on RFA No. Indonesia 01-002 issued in December 2000, entitled "Election Support to East Timor". Within that RFA, it was noted that an additional RFA would be issued to address the "democracy consolidation" phase in East Timor.

This RFA serves to address the objective of "Democratic Development Strengthened", with \$7-8 million (subject to funds availability). It is the intention of USAID to award 3 separate cooperative agreements (although USAID reserves the right to award more or less than three based on actual applications received) that focus on one of the three overall program objectives over a 24-month period, with the possibility of continued programming beyond the initial period, subject to the availability of funds, satisfactory progress of the project and continued relevance to USAID priorities. USAID has identified illustrative interventions with anticipated results by the end of the program. These should be viewed as a guide, not requisite, in designing submissions and incorporated where relevant.

Please note that funds are not currently available for this program. While USAID fully expects funds to be available, and thus is proceeding with this RFA, should funds not become available USAID will be unable to make grant awards. USAID is not liable for any costs incurred in the preparation and submission of applications.

USAID plans to award cooperative agreements to achieve the objectives identified in this RFA. An assistance instrument is used when the principle purpose of the relationship between USAID and the other parties is the transfer of funds or services to the Recipient of the instrument in order to accomplish a public purpose, through support of the Recipient's own program. Consequently, USAID policy does not permit payment of a fee or profit under assistance instruments. USAID plans to have "substantial involvement" in the administration of the programs, including: approval of key personnel; approval of the recipient's annual implementation plans; approval of the recipient's monitoring and evaluation plan; and concurrence on the selection of sub-award recipients.

All reasonable, allocable and allowable costs, both direct and indirect, which are related to the cooperative agreements and are in accordance with applicable cost standards (OMB Circular A-122 for non-profit organizations and OMB Circular A-121 for universities) may be paid under the cooperative agreements, except the costs associated with submission of an application under this RFA.

USAID is seeking applications from U.S. NGOs who will commit their organizations to high quality services in East Timor. U.S. universities, including those carrying a "state" in their title, are considered U.S. NGOs for purposes of this program.

Full program details are found in Sections I and II of this RFA.

As a general policy, in designing and negotiating assistance activities, USAID seeks the largest possible financial participation from an assistance recipient. For this RFA, USAID encourages a minimum cost share of 10% of the total program amount (combined Federal and non-Federal). Cost-sharing above 10% is highly encouraged and is factored into the cost criteria for awardee selection. USAID will favor applications -- all other things being equal -- which plan to use the anticipated funds to leverage other resources for the benefit of this program.

Examples of cost sharing include: cash, in-kind contributions, or reductions from a ceiling on the applicants negotiated cost recovery rate (assuming consistency with the guidelines of the organizations cognizant government audit agency).

To this end, this RFA is being issued and consists of this cover letter and the following documents:

<u>SECTION</u>	<u>TITLE</u>
I	PROGRAM SUMMARY
II	GRANT APPLICATION INSTRUCTIONS
III	SELECTION CRITERIA
IV	CERTIFICATIONS
ATTACHMENT I	GRANT AGREEMENT FORMAT
ATTACHMENT II*	STANDARD FORMS (SF) 424, 424A AND 424B*

Applications must be submitted in two separate volumes. Volume 1 will be the technical proposal and Volume 2 will be the cost/management proposal. USAID requires an original and three copies of the application's technical proposal and an original and one copy of the cost/management proposal.

***NOTE: SF424 must be downloaded from the internet:**

http://www.info.usaid.gov/procurement_bus_opp/procurement/forms/

If your organization submits an application, it must be received by USAID/Indonesia no later than 4pm Jakarta time, by the closing date shown on the cover page of this RFA. Submissions should be made to the place designated below for receipt of applications. Telegraphic, facsimile or electronic commerce applications are not authorized for this application and will not be accepted.

Applications, and any modifications submitted after the initial application, but in no event after the deadline, shall be submitted in envelopes printed with the name and address of the applicant and the RFA No. Indonesia 02-009. The applicant is responsible for making and retaining a complete copy of the submission. Erasures and any other evident changes must be initialed by the applicant. The completed application should be sent to:

By United States Mail

American Embassy/Jakarta
USAID/Office of Contract Management
Unit 8135
FPO AP 96520-8135
Attn: Thomas M. Stephens

OR

By Other Means of Delivery

USAID/Office of Contract Management
c/o American Embassy
Jl. Merdeka Selatan 3
Jakarta 10110, Indonesia
Attn: Thomas M. Stephens

Applications received after the deadline or which are incomplete will not be accepted or considered unless authorized by the Agreement Officer and if all such submissions are treated the same and are evaluated prior to award of any other agreements under this RFA.

USAID will first evaluate the technical volume of the application. The technical volume will be evaluated by a technical review panel using the technical criteria laid out in Section III, Selection Criteria.

The technical review panel's recommendations and comments will be submitted to the USAID Agreement Officer. Upon receipt, technical and cost/management negotiations and discussions will then be conducted by the Agreement Officer (or his/her appointed negotiator) only with the highest ranked applications. Following or during negotiations, submission and re-evaluation of revised applications may be required if deemed appropriate by the Agreement Officer.

Issuance of this RFA does not constitute an award commitment on the part of the U.S. Government (USG). The USG reserves the right to reject any and all applications received. Final award of any resultant agreement cannot be made until funds have been fully appropriated, allocated and committed through internal USAID procedures. USAID shall not be liable for any costs incurred by applicants in the preparation and submission of an application.

The preferred method of distribution of USAID procurement information is via the Internet. This RFA and any future amendments can be downloaded from the Agency web site. The World Wide Web Address is <http://www.usaid.gov>. Select Business and Procurement from the home page, then "USAID Procurements". On the following screen, select "Download Available USAID Solicitations."

Please inform USAID by e-mail if you have downloaded this RFA. Send notices to tstephens@usaid.gov. Subject line should read Notice of Interest and body should include physical address as well as e-mail return address. This will allow USAID to notify you should there be any revisions to the RFA. All correspondence relating to this document should include the following information:

- 1) Name of firm;
- 2) Name of requestor;
- 3) Phone number of requestor;
- 4) Fax number of requestor;
- 5) Internet address of requestor.

It is the responsibility of the recipient of the application document to ensure that it has been received from INTERNET in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion processes.

The internet address for access to governing USAID grant information can be obtained by accessing USAID's main website: <http://www.info.usaid.gov> then click on Business and Procurement; then click on USAID Procurement Regulations (Handbooks); then click on Series 300: Acquisition and Assistance Agreement; then click on 303 - Grants and Cooperative Agreements.

This program is authorized in accordance with the Foreign Assistance Act of 1961, as amended. Any resulting award from this RFA will be administered in accordance with 22 CFR 226, applicable OMB Circulars, and applicable Standard Provisions.

Any questions concerning this RFA must be submitted in writing to the Agreement Officer, USAID/Indonesia, or he may be reached by phone at (62 21) 3435-9490 or fax numbers (62 21) 3435-9916 or (62 21) 380-6694.

Sincerely,

Thomas M. Stephens
Agreement Officer
USAID/Indonesia

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SECTION I - PROGRAM SUMMARY

A. INTRODUCTION

This Request for Application (RFA) solicits applications from U.S. non-profit and non-governmental organizations (NGOs) to carry out activities for USAID's democracy and governance (DG) program in East Timor. Program support aims to strengthen East Timor's democratic development through the achievement of the following overall objectives: 1) increasing citizens' access to justice; 2) strengthening a politically-active civil society; and 3) building a representative, competent, and transparent multi-party system within the national parliament. Applicants are strongly encouraged to submit proposals based on informed knowledge of the development needs and priorities of East Timorese and of the political, economic, and social environment. Ensuring flexibility in program implementation is critical in order to respond to a highly fluid political environment. Key implementation factors which should be considered in program design are elaborated upon at the end of this section.

Subject to the availability of funds, USAID expects to award seven to eight million dollars in the form of 3 cooperative agreements with a program duration of 24 months each. (USAID reserves the right to award more or less than three based on actual applications received and to extend the agreement(s) beyond the initial agreement period, subject to availability of funds, satisfactory progress of the project and continued relevance to USAID priorities). Successful applications will focus on one of the three overall objectives listed below. USAID has identified illustrative interventions with anticipated results by the end of the program. These should be viewed as a guide, not a requisite, in designing submissions and incorporated where relevant.

B. BACKGROUND

Development Context

The formal transfer of power from the United Nations Transitional Administration for East Timor (UNTAET) to a new East Timorese government on May 20, 2002 will mark the final step in East Timorese's efforts to establish their own nation. In the two and a half years leading up to independence, much has been accomplished. In spite of concerns over the efficiency of UNTAET operations and its approach to capacity building, the stabilizing influences of a United Nations Peacekeeping Force and the concentrated attention of the international donor community have provided lessons and bought valuable time to rebuild and prepare for self-governance.

Most evident, however, are those things left undone or incomplete. Threats to the nascent country include poverty, unemployment and limited productivity throughout the economy, low human resource capacity, and lack of educational opportunities. According to a recent Poverty Assessment, conducted by the East Timorese National Planning and Development Agency^{1/},

^{1/} At this time the Poverty Assessment Report has not been finalized and released, only preliminary results have been released in country.

more than 40% of East Timorese live on less than \$0.55 per person per day. Among 41% of the poor, 32% have some schooling and 68% no schooling at all, with 49% of the population illiterate and 37% with difficulty reading. The Poverty Assessment also captured people's perceptions of the causes of poverty, which include: an attitude of waiting for government help; weak human resources; lack of awareness, knowledge and technology; lack of or weak leadership; and no clear plan or guide for development. All of these are critical areas related to the nation's democratic development and highlight the important link between democracy and the nation's economic revitalization.

Potential points of conflict and instability within East Timor are numerous, among them an overriding concern that in the absence of a well-functioning judicial system, public confidence in the new government will break down; that the mechanisms to redress many disputes, including land disputes – an issue of vital importance – have not been established; that the foundations for democracy and stability are weak given the nation's history; and that the lack of economic opportunities, particularly among the country's youth, could lead to high levels of frustration and disaffection. Already, limited employment opportunities have triggered demonstrations and disturbances and there are signs of elevated crime rates. In addition, the challenges of economic growth, particularly as the UN significantly downsizes, will likely disproportionately impact women who are concentrated in the hospitality and domestic sectors. This obviously impacts their political participation as well. Furthermore, years of brutal occupation and neglect have created a legacy of suspicion and fear. Largely unfamiliar with the most basic democratic concepts of participation, responsibility and the rule of law, the average citizen is afflicted with an overriding sense of powerlessness. For some citizens, stability is the primary concern, such that they would prefer an authoritarian regime to a democracy for the first few years after East Timor's independence. While this is the view of a minority, it highlights the fragile conditions in this nascent democracy and the importance of ensuring assistance addresses potential root causes of conflict and instability and the strengthening of democratic institutions and processes throughout the country.

The future independent government over the next five years will be dominated by the main political party, Fretilin, which won 55 of the 88 seats in the Constituent Assembly. There is growing concern regarding political will to open the process of governance in a transparent and accountable way. Many East Timorese have highlighted that the consultations around the draft constitution lacked sufficient time and did not facilitate sufficient citizen participation. On April 14, 2002, East Timorese elected Xanana Gusmao by nearly 83% of the vote, giving the President a significant popular mandate. There is concern that people's expectations of the powers of the President and constitutional provisions which give greater authority to the parliament, could create tensions which could impede effective policy formulation and implementation at the national level. In addition, East Timorese are grappling with the establishment of a multi-lingual society which currently poses a number of development challenges.

Balancing the challenges identified above, East Timor still enjoys a number of moderating influences. While the potential for conflict exists, the fact that little conflict has occurred since the 1999 national referendum cannot be overstated. Even in light of violent political upheavals of the past, most East Timorese villages managed to govern themselves, avoiding total societal breakdown and providing the means for adjudicating disputes peacefully in the absence of

formal justice. The Catholic church is strong, providing social stability, a means for resolving conflict and constructive lessons for civic behavior. The UN Peacekeeping Force (PKF) and a UN Civilian Police (CIVPOL) contingent will remain over the next few years, following a period of gradual withdrawal. Finally, while the United Nations presence will diminish and will formally transfer power to the East Timorese on May 20, 2002, an essential cadre of technical and developmental support will remain, through both the 100 UN core stability positions funded through UN assessed funds and the proposed 200 + advisor positions identified by the Transitional Administration, which will focus on capacity building within government and be funded by the donor community^{2/}. The Poverty Assessment cited above has also highlighted significant opportunities for engagement, including citizens' identification of a "strong national unity and aspiration for development", "a new nation with strong motivation and willingness of people to work hard", as well as a readiness to receive advice and training for capacity building. In addition, workshop papers dated April 5-6, 2002 from the National Planning Commission indicated a strong commitment to good governance and accountability by the new East Timorese government, although the mechanisms required to establish these systems are not yet clear.

U.S. Foreign Policy Priorities

Supporting East Timor in its development to a free-market democracy is the highest foreign policy priority of the U.S Government in East Timor. Strengthening East Timor's democratic institutions and processes is a critical component in addressing the country's overall social and economic development as well as furthering regional security. Enhancing mechanisms which provide citizens with greater opportunities to participate in political processes and assisting institutions which can better respond to citizens' needs will foster stability and better facilitate East Timor's incorporation into the global community.

USAID's Strategy in East Timor

USAID assistance will be directed to key building blocks of democracy: 1) increasing citizens' access to justice; 2) strengthening a politically-active civil society; and 3) building a representative, competent, and transparent multi-party system within the national parliament.

Currently, through USAID support, the following organizations have completed or are implementing democracy and governance-related programs in East Timor: the Carter Center, Catholic Relief Services, Coalition for International Justice, Freedom House, International Development Law Institute, International Foundation for Election Systems, International Republican Institute, Internews, National Democratic Institute, and the Asia Foundation.

USAID's Office of Transition Initiatives (USAID/OTI), operational in East Timor since November 1999 has supported civil society organizations to strengthen the responsiveness of future state institutions, and to support the ability of citizens to articulate and solve their own problems through influencing public policy and/or through mobilizing non-state resources. USAID/OTI has placed a particular focus on the following: organizational and institutional

^{2/} For information related to 100 and 200 positions, please go to www.undp.east-timor.org

capacity, civic and voter education, advocacy and public information/consultation on topical issues, and support to print and radio media outlets^{3/}.

Objectives within this solicitation are targeted towards the SO2 of USAID/East Timor's strategy: "Democratic Development Strengthened" and are complementary to the strategy's SO1: "Revitalization of the Local Economy". Objectives within this solicitation will build upon the results achieved to date as well as the foundations laid through USAID/OTI's past, current, and future programmatic interventions. The transition of USAID/OTI-managed activities to the field mission will take place during the first quarter of FY03. USAID does not envision programs under USAID/OTI's management beyond this time period. Other divisions of USAID will assume management responsibility of all ongoing programs initiated by USAID/OTI such as media and civilian-military relations programs. The USAID mission intends to continue a small-grants mechanism managed by Development Alternatives Incorporated (DAI). This mechanism will allow USAID to retain the capacity to provide grants under both of its SOs to local groups through FY03.

USAID's identified democracy and governance objectives, described below, are intended to complement other donor efforts. While some other donors, notably UNDP, Australia, Portugal, and the European Commission will continue to address governance programs, USAID will remain a major donor in this sector. All proposed programs should clearly articulate how they complement other donor efforts and should clearly identify appropriate coordination mechanisms.

C. PROGRAM PURPOSE and OBJECTIVES

USAID's Democracy and Governance (DG) program for East Timor, referred to here as the "Strengthening Democratic Development" Program, will have three main objectives:

- a) Increasing citizens' access to justice
- b) Strengthening a politically-active civil society;
- c) Building a representative, competent, and transparent multi-party system within the national parliament

Described below are the development challenges faced within each overall objective, as well as illustrative interventions.

1) INCREASING CITIZENS' ACCESS TO JUSTICE

East Timor's current justice system was established by UNTAET's Judicial Affairs unit in early 2000, at which point judges were sworn in, prosecutors and public defenders recruited, and courts notionally established in Dili, Baucau, Suai, and Oecusse. Presently, only Dili district, Baucau district, and minimally, the National Appeals Court are functioning. At the time of establishment of the justice system, the decision was made to recruit East Timorese, rather than rely on international judicial personnel. The result has been that very few of the East Timorese

^{3/} Please see www.usaid.gov/hum_response/oti for more detailed information.

who became judges, prosecutors, and public defenders in 2000 had any significant experience in legal practice. East Timor's body of laws remains largely the Indonesian legal code, except where superseded by international human rights conventions and UNTAET regulations.

As judicial sector observers such as the Judicial System Monitoring Programme^{4/} have highlighted, there are a range of serious systemic problems within the justice system, including: inadequate management and administrative systems in the courts; confusion and lack of communication over developments in the legal code at all levels; extreme shortages of personnel and a serious backlog of cases; severe constraints on training and human resource development; and a lack of operational budgets and equipment for courts. Training for judges, prosecutors and public defenders has been severely hampered by the current workload in order to keep the courts operating. A Training Center has been established recently in Dili reflecting the priority the East Timorese government places on providing training in-country for judicial sector personnel rather than study abroad. The language of instruction is another limiting factor for training. Thus far much of the training has been conducted in Portuguese, with inadequate translation or reliance on a few recipients of training to assist with translation of the legal terms. Justice sector employees continue to highlight that Bahasa Indonesia is the most valuable language of instruction. Translation in court proceedings also presents a severe constraint and cost on the court system. The current lack of skilled court interpreters slows proceedings and potentially violates an individual's right to a fair trial.

Presently, East Timor has 12 public defenders, 11 prosecutors, and 23 judges for the entire country. The estimated number of pending cases for ordinary crimes in Dili District Court alone totals approximately 460, with over 500 in Baucau. Judges undertake both administrative functions and serve as judges, creating an unrealistic work burden. In addition, there are ambiguities with respect to the future structure and independence of judicial bodies. East Timor's Constitution states that "courts are independent and subject only to the Constitution and the law", with the law to be established at a later date. Institutions such as the Supreme Court of Justice and other courts of law; the High Administrative, Tax and Audit Court and other administrative courts of first instance; Military Courts; and possibly Maritime and Arbitration Courts are to be established at some point post-May 20. While an independent Judicial Commission has been established in name, to date it has not fully functioned, creating confusion in the recruitment, evaluation and disciplinary procedures for judges. It should also be highlighted that in addition to the administrative challenges above, there are other threats to the establishment of an independent, efficient, and transparent judiciary. A number of justice sector personnel have expressed concern about personal safety, temptations to engage in KKN (corruption, collusion and nepotism) in light of low salaries, and potential for political pressures impeding independent decision-making.

In addition to ordinary crimes, the formal justice system is addressing serious crimes through the Serious Crimes Investigation Unit (SCU) as well as issues of reconciliation through the Commission for Reception, Truth and Reconciliation (CRTR). The SCU is investigating serious crimes with an emphasis on those perpetrated in 1999 during the pre and post-referendum

^{4/} For documentation related to JSMP's analytical work, please go to www.jsmp.minihub.org.

violence in East Timor. The CRTR will inquire into human rights violations committed between April 1974 and October 1999 and facilitate community reconciliation. The SCU is being supported through UN assessed funds. The CRTR has received various donor pledges, although the timeframe for receipt of those funds and conditions placed on the funds has resulted in ambiguities about whether the CRTR's needs are being met.

In light of uncertainties with respect to the future organization of and independence within the judicial sector, USAID envisions primarily supporting non-governmental entities that facilitate citizens' access to justice but encourages sufficient programmatic flexibility to target assistance to the public sector when the autonomy of various justice sector bodies has been established.

Building an Independent Judicial System

An independent judiciary is critical for the establishment of an equitable and stable balance of power within the government. An independent judiciary is also fundamental to the protection of individual and collective rights, to the preservation of security for citizens, and to countering corruption and promoting public confidence in the integrity of government.

As mentioned earlier, East Timor's Constitution describes a number of new judicial bodies that will be established in the post-independence period. It is important to assess the priorities that will be accorded to these bodies, the flexibility with respect to language of instruction for training, as well as the independence of the judiciary before direct assistance is provided. However, given that through this RFA, USAID plans to support a program that targets citizens' access to justice, sufficient programmatic flexibility should exist to allow for targeted training to autonomous judicial bodies in achieving program objectives, as appropriate. This would include possible support to an independent Prosecutor's office, an independent Legal Aid Commission, Judicial Commission and other bodies. Given the language challenges in judicial proceedings, strengthening court interpretation within courts could provide a useful mechanism for increasing citizens' access to justice in the formal court system.

There are government institutions that complement the justice sector, notably the Ombudsman's (*Provedor*) Office, which could be valuable to strengthen in the post-May 20 period. Per the Constitution, "the Ombudsman shall be an independent organ in charge to examine and seek to satisfy citizens complaints against public bodies, certify the conformity of the acts with the law, prevent and initiate whole process to remedy injustice." (Section 27.1). In addition, citizens are able to present complaints to the Ombudsman "concerning acts or omissions on the part of public bodies". (Section 27.2) As the Ombudsman's mandate is to address accountability and transparency issues throughout the government, support to this institution could help strengthen the development of an independent judiciary and facilitate accountability to the public for its decisions and operations.

In addition to possible support for autonomous government entities that address citizens' access to justice, it is vital that a critical mass develops within the population that can advocate for key policies and procedures that will establish and sustain an independent and competent judiciary, widely accessible to the citizenry. Programs would help generate broader interest in and knowledge of the importance of an independent judiciary, including the importance of ensuring

the impartiality of judicial decisions, strengthening the qualifications of justice sector employees, assessing procedures for the appointment of and disciplinary measures for judges, observing processes of judicial commissions/councils, and allocating sufficient resources to support the judiciary, among other issues. It is envisioned that programs will seek to develop innovative mechanisms for key stakeholders to monitor developments in the judicial sector and advocate for appropriate policies and processes. Given that the majority of local organizations are faced with weak capacity and organizational structures and limited financial resources, programs should seek to ensure significant institutional capacity building for those organizations which are targeted as partners in the program.

Anticipated Results

- Civil society organizations have strengthened capacity to identify weaknesses or inadequacies in judicial operations and to recommend appropriate interventions to improve judicial processes.
- Range of stakeholders, including judicial sector personnel, other legal practitioners and CSOs, collaborate effectively in support of improved judicial functioning.
- Laws addressing judicial bodies and processes ensure the independence of courts and other judicial bodies.
- Within independent justice sector, personnel have increased technical capacities and professional and non-partisan ethic.

Illustrative Interventions

- Assist civil society organizations working in the judicial sector (hereafter judicial CSOs) with strategic planning and appropriate targets of intervention as well as organizational development
- Build broad-based coalitions both within and outside judiciary (i.e. among professional associations, judges, service-oriented and governance NGOs, advocacy groups, universities, politicians, business groups, media)
- Provide lawyers or legal assistance to judicial CSOs to strengthen their ability to analyze legislation/regulations and to draft legislation for consideration by government with respect to judicial processes and other related areas.
- Strengthen the capacity of autonomous justice sector institutions and related bodies
- Strengthen capacity of court interpreters within autonomous judicial bodies

The above-listed interventions are only meant to be illustrative. USAID encourages a broad range of ideas and creative interventions that will contribute to the achievement of program objectives.

Establishing Competent, Accessible Legal Aid Services and Dispute Resolution Mechanisms

Developing a strong legal profession in East Timor is critical to safeguarding the independence of and promoting greater efficiency in the formal justice system. In addition, it is fundamental to increasing citizens' access to justice and the protection of human rights. Targeted support to non-governmental entities will further opportunities for citizens throughout the country to seek legal counsel, representation, and the resolution of disputes in a peaceful, orderly manner.

UNTAET passed a legal aid regulation (2001/24) in September 2001 to establish a Legal Aid Service; however no commissioners have been appointed by UNTAET. It remains unclear how a body of state-employed public defenders will function and how legal aid advisors will be regulated post-May 20.

USAID seeks to further support viable legal aid organizations, where appropriate, building on the results achieved and assistance provided to date by USAID/OTI and other donors. There are a number of non-governmental, private legal aid organizations, including Liberta, Lembaga Bantuan Hukum "Ukun Rasik An" (LBH - Independent Legal Aid Services), Labour Advocacy Institute of East Timor (LAIFET), Yayasan HAK, Justice and Peace Commission, and Lembaga Bantuan Hukum Timor Lorosae (LBHTL). However, these organizations are faced with heavy caseloads, limited financial and human resources, extremely limited outreach to citizens outside of Dili, and weak mechanisms for receiving timely information on new or revised legal regulations. The services of these organizations vary, but some provide both mediation services and representation in the formal court system.

In light of the current challenges within the formal court system to address disputes and protect human rights, in the immediate period, strengthening alternative dispute resolution mechanisms, including the capacities of community-based organizations and leaders in conflict mediation, could complement and support developments in the formal court system, increase access to justice for women and disadvantaged groups, and reduce delays in the resolution of grievances.

Anticipated Results

- Legal services are more easily accessed by citizens, particularly in the districts.
- Legal practitioners and CSOs have increased capacity to provide legal services and conflict mediation approaches.
- Number of trained paralegals is increased.
- Citizens have improved awareness of alternative mechanisms for dispute resolution.

Illustrative Interventions

- Support civil society organizations that provide legal aid service through legal technical assistance and training, organizational development/capacity building, successful outreach strategies, financial support.
- Train a cadre of paralegals to increase the availability of counsel services, focusing at the district level.
- Support the establishment of an effective, sustainable bar association(s).
- Assist organizations in developing appropriate criteria for pro bono representation versus fee for service.
- Provide technical assistance related to the establishment of private legal firms (i.e. small business management skills, setting fees and administrative systems).
- Provide training in conflict mediation methodologies and techniques to community organizations and leaders

The above-listed interventions are only meant to be illustrative. USAID encourages a broad range of ideas and creative interventions that will contribute to the achievement of program objectives.

Furthering Citizens' Knowledge of Justice

Citizens' increased access to justice is dependent upon citizens' knowledge and understanding of their fundamental rights, the available processes to defend those rights and address grievances, and the appropriate role of justice sector and community representatives in facilitating justice. Such enhanced awareness is also critical in the mediation and prevention of conflicts.

There is a massive dearth of information about the legal system at all levels of East Timorese society. Even among the comparatively well educated, there seems to be a general lack of awareness that the Indonesian code still pertains in East Timor and which areas of the code have been superseded by new UNTAET regulations. Reports from the districts indicate there is a lack of even the most basic information about the justice system and the role of the police. This lack of information contributes to a lack of access to the formal justice system, reliance on community mechanisms for dispute resolution, and a concentration of power in the hands of local leaders and possibly the police – all of which create the potential for violations of human and civil rights. In addition to a lack of awareness, misperceptions among the public about the court system are problematic, with some citizens perceiving courts in their historical role as “oppressors” rather than “protectors” of individual rights.

Given the current high levels of reliance on community dispute resolution, the interaction between the police (CIVPOL and East Timor Police Service) and local leaders on disputes, and the weakness of the formal justice system, particularly in the rural areas, more analysis of these areas is critical to ensuring targeted legal literacy efforts. Increasing information and analysis of citizens' perceptions and use of the formal justice system, the use of community mechanisms of dispute resolution and other conflict resolution mechanisms, and the relationship between these and the formal justice system as well as people's perceptions of the efforts of the Serious Crimes Unit and the Commission for Reception Truth and Reconciliation (CRTR) would be extremely valuable in better determining the appropriate information citizens should receive about available mechanisms for justice.

In addition to the importance of increasing citizens' understanding of mechanisms which address current and potential future conflicts and societal grievances, it is important to strengthen citizens' knowledge of mechanisms which address previous human rights violations as well. The CRTR was formed to inquire into human rights violations committed on all sides between April 1974 and October 1999. CRTR was formally established in February 2002 after a lengthy consultative period with political leaders, human rights organizations, UNTAET Human Rights Unit staff and international experts on truth commissions. CRTR has a truth seeking function as well as the ability to relieve some of the burden on the formal court system by addressing the backlog of less serious criminal cases, largely through the establishment of “Community Reconciliation Agreements” (CRAs). By May 2002, six regional commissions should be established and pilot projects initiated in Lautem and Atauro as truth seeking cases, and Oecusse as a community reconciliation pilot in developing optimal procedures. The CRTR is premised

on a functioning judicial system in which the Office of the General Prosecutor will review all statements to determine whether they should be referred to the SCU, and the District Court will review and register all CRAs and take action if there is noncompliance. Opportunities may exist to increase communities' understanding of and participation in the process.

It is envisioned that programs in support of furthering citizens' knowledge of justice would address innovative mechanisms for informing individuals and communities, particularly through local civil society organizations, about their rights and international standards of justice, the appropriate role of courts and other justice sector personnel, and the proper procedures for taking grievances and disputes to court.

Anticipated Results

- Citizens are more knowledgeable of their fundamental rights
- Citizens better understand the respective roles and responsibilities of justice sector personnel, including courts and police
- Communities display increased awareness of available mechanisms to address previous human rights violations

Illustrative Interventions

- Conduct thorough baseline analysis of perceptions and utilization of formal justice system versus alternative mechanisms for dispute resolution
- Develop innovative mechanisms for informing citizens and communities about international standards of human rights and the appropriate role of judicial sector representatives
- Provide legal literacy training to targeted civil society organizations, particularly at the district level, to strengthen their capacity to provide better information to communities
- Support local organizations and church groups to facilitate participation of communities with CRTR process

The above-listed interventions are only meant to be illustrative. USAID encourages a broad range of ideas and creative interventions that will contribute to the achievement of program objectives.

2) STRENGTHENING A POLITICALLY-ACTIVE CIVIL SOCIETY

USAID strongly believes that support to local civil society organizations (CSOs) is critical to mitigating conflict and providing additional mechanisms for communication between government and the grassroots. An active civil society can promote a more transparent, accountable, and representative governance structure for East Timor as well as partner with government in the provision of services. East Timor has existing foundations upon which to strengthen civil society, including a diversity of civil society organizations, such as student groups, church groups, human rights groups, organized labor, environmental networks, veterans and youth groups, as well as the public's strong desire to be engaged, consulted and informed with respect to political processes. USAID intends to support civil society organizations to monitor political processes and advocate for transparency and accountability by government institutions, to significantly strengthen their links to the grassroots and the mobilization of

constituencies, and to establish appropriate partner relationships with local and national governance structures.

In an effort to mitigate potential causes of societal conflict and ensure inclusive programming, civil society programs should seek to incorporate disadvantaged groups, particularly unemployed and disaffected youth as well as women to the greatest extent possible. While many Timorese organizations give verbal support to the empowerment of women, it is more rare to find women in leadership positions of local NGOs. Therefore, specific support to Timorese women may be needed for leadership and confidence building and addressing public perceptions about the role of women in society.

Given that the majority of local organizations are faced with weak capacity and organizational structures and limited financial resources, programs should seek to ensure significant institutional capacity building for those organizations which are targeted as partner organizations. The USAID program also encourages applicants to undertake serious efforts to build upon USAID/OTI's assistance to this sector.

Developing Advocacy Skills

Civil society can serve as a valuable watchdog and advocate with respect to political processes, not only to check government power and defend human rights but also to partner with government constructively as institutions and policies are being established. Civil society organizations can also play a valuable role with respect to society at large, including advocating on behalf of their members and providing information and services to communities.

Currently, most civil society organizations lack effective strategies to mobilize broad-based constituencies. There is also the perception that many advocacy NGOs are mainly Dili-based and are disconnected from the majority of the populace. While various civil society organizations in East Timor have served and can serve as a watchdog with respect to the strengthening of democratic institutions and processes, many are not familiar with the optimal democratic mechanisms to accomplish this. Many local organizations are unfamiliar with current laws; in fact, a common assumption is that East Timor currently lacks a legal framework. Most organizations lack the skills to analyze legal provisions and proposed governance structures or to recommend alternative mechanisms and processes for meeting citizens' needs. Another challenge to building a strong civil society is ambiguity surrounding the future legal enabling environment for the sector. Already, local organizations are facing various restrictions on their programming, such as increased tax provisions and uncertainties about occupying existing office space post-May 20.

At the national level, the newly-elected East Timorese government will be establishing institutions and drafting/revising laws and regulations in line with the constitution and national priorities. Areas in which advocacy organizations are likely to play a valuable role include: promoting transparency and public participation in the budget process; informing citizens about the functional responsibilities of government in order to contain unrealistic public expectations; participating in debates on the structure of local government; encouraging transparency in

planning for anticipated oil and gas revenues; promoting public access to information in all sections of government; and supporting the development of an appropriate legal framework to govern the NGO sector.

USAID seeks to strengthen the capacity of Timorese organizations to effectively engage in policy formulation around critical issues such as those above as well as to advocate on behalf of their members in addressing priority social issues.

Anticipated Results

- Civil society organizations have increased capacity to monitor government institutions and processes and network among each other
- Civil society organizations are engaged in policy and budget debates at the national level
- The number of women who are active members and in leadership positions of civil society organizations is increased.
- Local organizations increase their incorporation of youth and other disadvantaged groups in their membership base and priority programming.
- The legal enabling environment for the non-governmental sector provides appropriate protections and support
- Partner organizations have increased organizational capacity to manage financial and human resources
- National organizations' outreach to constituencies in the districts is furthered

Illustrative Interventions

- Strengthen advocacy skills of organizations, including the ability to draft or analyze legislation, to analyze government budgets and understand budgetary processes
- Support specific issue-based advocacy campaigns
- Facilitate networks and alliances among CSOs, private sector and public sector entities, as appropriate
- Support mechanisms for increasing engagement of district-based populations in national advocacy efforts
- Assist with the organizational development of partner organizations

The above-listed interventions are only meant to be illustrative. USAID encourages a broad range of ideas and creative interventions that will contribute to the achievement of program objectives.

Increasing Citizen Participation in Local Governance

Civil society organizations can serve as a significant partner with government in helping to identify citizens' needs, establish community priorities, and provide social services. As local governance structures become more clearly defined in the post-independence period, local civil society organizations can play a valuable role in helping to shape those structures and in addressing key social needs within communities. There are a range of local organizations throughout East Timor which are seeking to address core livelihood issues in the districts and sub-districts around such issues as: reforestation in highland areas to address erosion and ground

water retention; management of coastal resources and reef protection to promote sustainable fishing practices and tourism potential; and promotion of literacy especially as related to supporting micro-enterprise and businesses managed by women. However, in order to ensure the effectiveness of these efforts, the capacities of these organizations to define their priorities, to network among themselves, and to engage local government structures must be significantly strengthened.

USAID seeks to support innovative approaches in a select number of districts and sub-districts that help to build effective relationships among community organizations and local government structures, as they develop, in addressing identified economic and social priorities and monitoring the use of public funds. The selection of communities targeted for programming should take into account other donor activities and be sensitive to existing foundations with which to support partnerships between civil society and government and networks among local organizations. Options for working through local training organizations or umbrella organizations for coordination should be explored.

Anticipated Results

- Mechanisms for local organizations to engage government representatives in addressing community priorities are strengthened
- Public confidence in local government is increased through access to information regarding local budget processes and use of public funds
- Networks among community organizations are furthered
- Local organizations have increased membership base, particularly among women, youth, and disadvantaged groups
- Local organizations have increased organizational capacities to manage financial and human resources

Illustrative Interventions

- Assist local organizations in determining community priorities and articulating defined needs to government representatives
- Support the establishment of mechanisms for local organizations to partner with government bodies and participate in budgeting process
- Provide capacity building for local organizations in organizational development, strategic planning, and financial management
- Support development of local training organizations to provide organizational development training to district based CSOs

The above-listed interventions are only meant to be illustrative. USAID encourages a broad range of ideas and creative interventions that will contribute to the achievement of program objectives.

3) BUILDING A REPRESENTATIVE, COMPETENT, AND TRANSPARENT MULTI-PARTY SYSTEM WITHIN THE NATIONAL PARLIAMENT

Political parties, as both institutions in and of themselves and as representatives within the

national parliament, serve as key organizations in which to further citizen participation in political processes. USAID seeks to strengthen multiple “voices” in the political dialogue so that diverse perspectives within society can be articulated and factored into decision-making processes. Increased understanding by political parties of key democratic norms including non-violent resolution of conflict, peaceful campaigning, tolerance for differing views, and mechanisms for enhancing citizen input into political processes will add enormously to the stability of East Timor.

Multi-party democracy in East Timor is in a fragile state. The possibility of single party domination of government decision-making is high. Of the 88-member Constituent Assembly, 55 members are from one political party. Given that only two-thirds or 60 votes was required to pass the constitution and future legislation will be passed by a simple majority, the opportunity for opposition political parties to help direct legislation and policies is limited. Certain opposition parties have considered leaving the Constituent Assembly (CA) prior to its transformation into the National Parliament, claiming that they were elected to the CA to complete that function, not to serve as parliamentarians for a five-year term. Added to these challenges is the continuing concern of many East Timorese that multi-party democracy could lead to violence as shown in various focus groups and national surveys. This concern may encourage self-censorship by some political parties in openly opposing the policies of other political parties or positions on constitutional articles. Furthermore, while the constitutional drafting process allowed for some outside input into the process, the majority of East Timorese felt totally excluded, lacking sufficient opportunities to provide input or receive information.

On a positive note, deliberations during the constitutional drafting process have provided an invaluable opportunity for political parties to constructively shape the future of the country, absent any violence. The process has helped to establish a more productive relationship among parties that can serve as a foundation for further development of a multi-party democracy. In addition, women's active political participation has started on a strong footing, with women representing nearly 30% of Constituent Assembly members. In this light, support for political parties in their governance role provides a useful opportunity to further enhance women's political participation. Citizens' strongly-expressed desire to be informed of and participate in political processes, articulated throughout the constitutional drafting process as well as in key national surveys and focus groups, provides a foundation on which to strengthen the mechanisms of communication between citizens and elected representatives.

USAID would like to support further political party strengthening in East Timor, both to establish their effective role in government within the national parliament and sub-national levels, as appropriate, as well as to enhance their internal democratic practices. USAID envisions that assistance will focus on those viable political parties represented in the national parliament and that assistance would be inclusive, non-partisan, flexible, and responsive.

Developing Political Parties' Governance Capacity

Most political party representatives within the new parliament have little experience, if any, in governance, let alone in specific legislative responsibilities. At this point, it is unclear where the

locus of legislative drafting will be. Some East Timorese have indicated that a national commission within the Ministry of Justice or State Secretary for the Council of Ministers will take the lead while others see the new Parliament as the key drafter. It is likely that both executive and legislative branches will be engaged in legislative formulation.

With respect to strengthening competencies in legislative formulation, a number of critical legal and regulatory provisions will need to be debated and passed, particularly related to the enabling environment for domestic and international investments as well as constitutional provisions in the judicial sector. The provision of technical assistance with respect to drafting and particularly analyzing legislation related to an economic framework for East Timor and the appropriate management of anticipated oil and gas revenues would provide an important link between governance and economic recovery. Assistance with respect to the implementation of constitutional provisions related to an independent judiciary would address a fundamental component of supporting the establishment of an effective rule of law. In addition, the parliamentary secretariat, as the supportive body for parliamentarians in facilitating legislative functions, should be examined for capacity building and technical assistance in support of the program's objectives.

Anticipated Results

- Political party members, as parliamentarians, increasingly inform constituents on and seek citizen input in decision-making processes
- Political party members have increased capacity to effectively draft legislation as well as review legislation and budgets derived from other government bodies.
- Political parties display tolerance and respect for differing perspectives of other parties within public dialogues and debates within national parliament

Illustrative Interventions

- Provide targeted technical assistance on legislative drafting and legislative/budgetary analysis
- Establish valuable mechanisms for constituency outreach
- Engage women parliamentarians, particularly in providing useful mechanisms for cutting across party lines in addressing key social issues
- Provide assistance to parties on the implementation of ethical standards, the establishment of tolerance within a multi-party system and the resolution of politically-motivated conflict
- Provide skills in coalition building and identify the appropriate role of opposition parties in providing input to legislative deliberations and monitoring government processes
- Provide technical assistance to Parliamentary secretariat to establish and follow clear procedures

The above-listed interventions are only meant to be illustrative. USAID encourages a broad range of ideas and creative interventions that will contribute to the achievement of program objectives.

Strengthening Political Parties' Institutional Capacities

USAID also seeks to strengthen the internal democratic practices of political parties as institutions that can aggregate and represent citizens' needs and interests. Currently, institutional challenges within party structures impede political parties' effective representation of and transparency to constituents in the policy formulation process. Most of East Timor's political parties lack internal democratic processes. They tend to have a strict hierarchal structure and lack a well-defined and articulated platform or strategy to develop a solid membership base and effective constituency outreach. Some parties lack sensitivity to the value and importance of participation by women, youth, minorities, people with disabilities and other marginalized groups.

Anticipated Results

- Membership of women, youth, and other disadvantaged groups in political parties increases.
- Number of women in leadership positions within parties increases.
- Party platforms are more clearly-defined
- Mechanisms are strengthened for communicating between the national and district/local leadership structures as well as with constituents and the public at large
- Organizational capacities for financial and human resource management are improved

Illustrative Interventions

- Technical assistance with respect to internal democratic practices (i.e. party elections, empowerment of district and local chapters, professional secretariats, strengthened mechanisms for internal communication, transparent and accountable party leadership, incorporation of women, youth and disadvantaged groups into membership and leadership positions)
- Technical assistance with respect to strategic plans, message development, public outreach, campaign planning, fundraising

The above-listed interventions are only meant to be illustrative. USAID encourages a broad range of ideas and creative interventions that will contribute to the achievement of program objectives.

IMPLEMENTATION FACTORS

- In light of the highly fluid environment in East Timor, programs should maintain optimum flexibility in program implementation, particularly as government priorities, local governance structures, and other political structures and processes get clarified.
- Programs should display sensitivity to local structures and processes and identify the degree to which East Timorese have been consulted on proposed programming approaches.
- Programs should indicate how activities will draw on lessons learned from past and current programs implemented by an array of organizations in East Timor, including making use of various surveys, focus groups, and other analytical research conducted to date which could help guide proposed program interventions.
- Programs should seek to ensure continuity of personnel throughout the life of the cooperative agreement, particularly given the importance of building trust and mutual respect for the

achievement of program objectives. In addition, to facilitate direct and effective communication with East Timorese counterparts, key personnel should also have sufficient language capacity.

- All programmatic interventions should be effectively monitored and evaluated, including through a comprehensive baseline analysis of partner organizations' and individuals' skills and capabilities at the commencement of programming as well as at targeted intervals.
- Programs should indicate how proposed technical assistance and capacity building approaches complement ongoing responsibilities and other commitments of targeted East Timorese beneficiaries.
- Programs should particularly target the empowerment of women and their active participation and leadership in political processes.
- Programs should seek to incorporate youth, and other disadvantaged groups, where feasible, throughout proposed interventions.
- Given the size of East Timor and the number of other donors, programs should establish clear mechanisms of coordination with other donors to ensure complementarity of efforts and avoid duplication.
- A National Development Plan, which articulates East Timorese development priorities over the next five years, will be completed by May 20, 2002. This document can help further guide proposed program interventions.

D. TYPE OF AWARD

USAID expects to make cooperative agreement award(s) in support of activities up to 24 months in duration (with the possibility of continued programming beyond the initial period subject to the availability of funds, satisfactory progress of the project and continued relevance to USAID priorities), to support mentoring, technical assistance, seminars, workshops, study trips, sub-grants or contracts to local organizations with previous experience in these areas, as well as through monitoring and evaluation mechanisms to determine program impact. It is expected that oversight and management will be the responsibility of USAID staff in Dili, with support from USAID/Jakarta.

Reports:

The Cooperative Agreement Recipients will submit the following reports:

1. Annual Implementation Plans
2. Semi-Annual Performance Reports
3. Quarterly Financial Reports
4. Final Report
5. Any additional documents (e.g. assessments, evaluations, technical leadership manuals, training reports, etc.), produced under the Cooperative Agreement

The Recipient shall provide the first-year annual implementation plan, including a full monitoring and evaluation plan to USAID within 30 days after award. These documents will be discussed and agreed upon by the USAID/Cognizant Technical Officer (CTO) and Recipient. The annual implementation plan for the second twelve months of programming should be

submitted to USAID at least 30 days before the end of the first-year program and commencement of the second and will be discussed and agreed upon by the USAID/CTO and Recipient. The annual implementation plan will serve as the reference point for periodic reporting to USAID on progress. Substitutions or other revisions may be made to the list of planned technical assistance and training activities in the annual implementation plan at any time, subject to mutual agreement, in writing, by USAID/East Timor and the Recipient, provided that the total amount of the Agreement is not exceeded.

Logistical Support:

Given the limited staffing of the USAID office in Dili, USAID will not be able to provide significant logistical support to this program or grantee personnel posted in East Timor. The organization's ability to provide regional and/or local, technical and administrative backstopping for its Dili-based personnel, as needed, will be a factor considered in making awards. See Section III – Selection Criteria.

Further, applicants should be aware that Dili is a posting with extremely limited support for dependent family members. Housing and health care services are very limited and there are no schools for the international community. Other benefits for family members living away from post as well as other post allowances, per diem rates, etc. are subject to the organization's established policies and procedures, the applicable cost principles and terms of the grant, and the standardized regulations when applicable.

SECTION II - GRANT APPLICATION INSTRUCTIONS

A. PREPARATION GUIDELINES

All applications received by the deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the application format. Section B addresses the technical evaluation procedures for the applications. Applications which are submitted late or are incomplete run the risk of not being considered in the review process.

Applications shall be submitted in two separate parts: (a) technical and (b) cost or business application. Technical portions of applications should be submitted in an original and three (3) copies and cost portions of applications in an original and one (1) copy.

The application should be prepared according to the structural format set forth below. Applications must be submitted no later than the date and time indicated on the cover page of this RFA.

Technical applications should be specific, complete and presented concisely. The applications should demonstrate the applicant's capabilities and expertise with respect to achieving the goals of this program. The applications should take into account the technical evaluation criteria found in Section III.

Applicants should retain for their records a copy of the application and all enclosures that accompany their application. Erasures or other changes must be initialed by the person signing the application. To facilitate the competitive review of the applications, USAID will consider only applications conforming to the format prescribed below.

B. TECHNICAL APPLICATION (Volume 1)

The Technical Application is the most critical portion of the application. It should be specific, complete and presented concisely.

Section I of this RFA contains the core of the DG program for East Timor, including the program objectives and the desired results. The expectation is that applicants will use their knowledge of East Timor, their experience, and their creative ability to respond. However, in order to give shape to the applicant's proposal, Section II.B offers guidelines on each of the technical and programmatic areas.

The Technical Application shall contain the following sections: (a) Cover Page; (b) Application Summary; (c) Narrative; (d) three Annexes, consisting of information on Applicant's Team, Institutional Capacity and Past Performance References and a proposed Monitoring and Evaluation Plan. Page limitations are specified below for each section; applications must be on

8-1/2 by 11 inch paper, (210mm by 297mm paper), single spaced, 10 pitch type or larger, and have at least one inch margins on the top, bottom and both sides.

The technical approach must set forth the conceptual approach, methodology and results to be achieved by the Applicant's program. The rationale for the appropriateness of the suggested approach in East Timor should be explicit.

- a. **Cover Page:** A single page with the names of the organizations/institutions involved in the proposed application. Any proposed subgrantees (hereafter referred to as the subs) should be listed separately, including a brief narrative describing the unique capacities/skills being brought to the program by each sub. In addition, the Cover Page should include information about a contact person for the prime Applicant, including this individual's name (both typed and his/her signature), title or position with the organization/institution, address and telephone and fax numbers. Also state whether the contact person is the person with authority to contract for the Applicant, and if not, that person should also be listed.
- b. **Application Summary:** The Application Summary shall not exceed two pages and should summarize the key elements of the applicant's strategy, approach and implementation plan. The Application Summary must be concise and accurate.
- c. **Narrative:** In twenty (20) pages or less please describe your proposed strategy and approach. The narrative should be brief, concise and provide a clear description of what the Applicant proposes to do, why, and with whom and how the Applicant will effectively assess the achievement of program objectives.
- d. **Annexes**

I. Applicant's Team (Resumes, Letters of Commitment, and References)

Applicants should provide summary job descriptions and qualifications of all key professional staff, local and expatriate, to be funded under the cooperative agreement. Resumes for these staff, not to exceed 3 pages, should be provided, including the developing-country experience of expatriate staff and recent references from persons familiar with the individual's work. Applications should include copies of letters from all key professional staff to the effect that they will accept the position in question for the entire two-year period of the cooperative agreement, should the Applicant receive an award. One long-term professional must be identified as Chief of Party, responsible for the management and coordination of all activities under the cooperative agreement. Applicants are encouraged to maximize the sustainability of the program and transfer of skills and technology by utilizing East Timorese to the greatest extent possible.

II. Institutional Capacity and Performance Record

Applicants must offer evidence of their technical and managerial resources and expertise (or their ability to obtain such) in program management, grants management and training and their experience in managing similar programs in the past. This section should be no more than 5

pages. Information in this section should include:

- (a) Brief description of organizational history/expertise;
- (b) Past experience and examples of accomplishments in developing and implementing similar programs;
- (c) Institutional strength as represented by breadth and depth of experienced personnel in project relevant disciplines/areas;
- (d) References for Past Work: Name and address of organization(s) for which work of a similar nature was performed over the past three years; current telephone number of responsible representative of the organization(s) for which the work was performed; contract/grant name and number (if any), annual amount received for each of the last three years, and beginning and ending dates; brief description of the project/assistance activity.

This section should also include a Management Plan that defines:

- (a) the proposed organizational structure and staffing plan, which includes all personnel for home office backstopping support, management and technical implementation of the program;
- (b) the proposed internal lines of responsibility, authority and communication through which the cooperative agreement will be managed; and
- (c) the procedures that will be established and maintained to ensure effectiveness, quality, timeliness, responsiveness, early identification and resolution of problems and cost control.

III. Proposed Performance Monitoring and Evaluation Plan

This RFA contains objectives with illustrative interventions and anticipated results. Applicants should provide a proposed Performance Monitoring and Evaluation Plan that emphasizes the anticipated methodology for monitoring the achievement of results and suggests specific impact indicators, including gender-related indicators.

C. **COST/ MANAGEMENT APPLICATION (Volume 2)**

The Cost or Business Application is to be submitted under separate cover from the technical application. Certain documents are required to be submitted by an applicant in order for an Agreement Officer to make a determination of responsibility. However, it is USAID policy not to burden applicants with undue reporting requirements if that information is readily available through other sources.

The following sections describe the documentation that applicants for assistance award must submit to USAID prior to award:

1. **The Cost Application should include a budget for each year with an accompanying budget narrative which provides in detail the total costs for implementation of the program your organization is proposing.** The budget should be submitted using Standard

Form 424 and 424A which can be downloaded from the USAID web site, http://www.usaid.gov/procurement_bus_opp/procurement/forms/sf424/. The following information should be taken into consideration when developing your budget:

Direct Labor: Direct salaries and wages for each year of the Agreement shall be in accordance with the organization's established personnel policies. To be considered adequate, the policies must be in writing, applicable to all employees of the organization, be subject to review and approval at a high enough organizational level to assure its uniform enforcement, and result in costs which are reasonable and allowable in accordance with applicable cost principles. The narrative should include a level of effort analysis specifying personnel, rate of compensation, and amount of time proposed. Anticipated salary increases during the period of the Agreement should be included.

Fringe Benefits - If accounted for as a separate item of cost, fringe benefits should be based on the Applicant's audited fringe benefit rate, supported by a Negotiated indirect Cost Rate Agreement (NICRA) or historical cost data. If the latter is used, the narrative should include a detailed breakdown comprised of all items of fringe benefits (e.g. unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.

Supplies and Equipment - Differentiate between expendable supplies and nonexpendable equipment (NOTE: Equipment is defined as tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, unless the Applicant's established policy establishes nonexpendable equipment anticipated to be required to implement the program, specifying quantities and unit cost.

Travel and Per Diem - The narrative should indicate number of trips, domestic and international, and the estimated unit cost of each. Specify the origin and destination for each proposed trip, duration of travel and number of individuals traveling. Proposed per diem rates must be in accordance with the applicant's established policies and practices that are uniformly applied to federally-financed and other activities of the applicant.

Other Direct Costs – This could include any miscellaneous costs such as communications, report preparation costs, passports, visas, medical exams and inoculations, insurance (other than the applicant's normal coverage), etc. The narrative, or supporting schedule, should provide a complete breakdown and support for each item of other direct costs.

Proposed (Sub)contracts/agreements - Applicants who intend to utilize (sub)contractors or subrecipients should indicate the extent intended and a complete cost breakdown, as well as all the information required herein for the applicant. Extensive (sub)contract/agreement financial plans should follow the same cost format as submitted by the applicant.

2. **A current Negotiated Indirect Cost Rate Agreement (NICRA).** Applicants who do not currently have a Negotiated Indirect Cost Rate Agreement (NICRA) from their cognizant

agency shall also submit the following information: (a) copies of the applicant's financial reports for the previous 3-year period, which have been audited by a certified public accountant or other auditor satisfactory to USAID; (b) projected budget, cash flow and organizational chart; and (c) a copy of the organization's accounting manual.

3. **Cost Sharing** - Applicants are required to indicate the amount of cost sharing towards this activity and show all non-USAID funds immediately available for this purpose in their cost application. A minimum cost sharing level of ten (10%) percent of total program budget is required for this program. Applicants are, however, encouraged to contribute higher levels of cost share toward this activity.

4. **Certifications**

Required Certifications and Representations (included in Section IV of this RFA).

5. **Additional Documentation**

Upon consideration of award or during the negotiations leading to an award, the Applicants may be required to submit additional documentation deemed necessary for the Agreement Officer to make an affirmative determination of responsibility.

IMPORTANT NOTE: Applicants should **NOT** submit the information below with their application. This information is provided so that Applicants may become familiar with additional documentation that may be requested by the Agreement Officer;

- a. Audited financial statements for the past three years which have been audited by a certified public accountant or other auditor satisfactory to USAID;
- b. Bylaws, constitution, and articles of incorporation, if applicable;
- c. A copy of travel, procurement, financial management, and personnel policies and procedures, especially regarding salary, promotion, leave, differentials, etc., and indicate whether such policies and procedures have been reviewed and approved by any agency of the Federal Government. If so, provide the name, address, and phone number of the cognizant reviewing official;
- d. Other documentation, as required by the Grant Officer, to substantiate that the Applicant: (1) has adequate financial resources or the ability to obtain such resources as required during the performance of the Grant Agreement; (2) has the ability to comply with the Grant Agreement conditions, taking into consideration all existing and currently prospective commitments of the Applicant, nongovernmental and governmental; (3) has a satisfactory record of performance; (4) has a satisfactory record of integrity and business ethics; and (5) is otherwise qualified and eligible to receive an agreement under applicable laws and regulations.

D. ADDITIONAL GUIDELINES

In addition to the aforementioned technical and cost application guidelines, Applicants are requested to take note of the following:

1. Unnecessarily Elaborate Applications

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective application in response to this RFA are not desired and may be construed as an indication of the Applicant's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual or other presentation aids are neither necessary nor wanted.

2. Applicant Responsibilities

- a. Applicants are expected to review, understand, and comply with all aspects of this RFA. Failure to do so will be at the Applicant's risk.
- b. Applicants shall furnish the information required by this RFA. An authorized representative of the Applicant shall sign the application and print or type his/her name and title on the Cover Page of technical and cost (SF424) application. Erasures or other changes must be initialed by the person signing the application. Applications signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- c. Applicants who include data that they do not want disclosed to the public for any purpose or used by the U.S. Government except for evaluation purposes should:

(a) Mark the title page with the following legend:

"This application includes data that shall not be disclosed outside the U.G. Government and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this application. If however, a Grant is awarded to this Applicant as a result of, or in connection with, the submission of this data, the U.G. Government shall have the right to duplicate, use or disclose the data to the extent provided in the resulting Grant. This restriction does not limit the U.G. Government's rights to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets];" and

(b) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this application."

3. Terrorist Financing

The Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations

associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all sub-awards issued under this agreement.

E. EXPLANATION OF RFA TO PROSPECTIVE APPLICANTS

Any prospective Applicant desiring an explanation or interpretation of this RFA must request it in writing soon enough to allow a reply to reach all prospective Applicants before submission of their application. For this purpose, written inquiries may be submitted by facsimile to the attention of the Grant Officer, identifying this RFA by Number, to the following facsimile number: (62 21) 3435-9916 (Jakarta). Any inquiries must be submitted no later than 20 days after the issuance date of the RFA. Oral explanations or instructions given before award of the Grant will not be binding. Any information given to a prospective Applicant concerning this RFA will be furnished promptly to all other prospective Applicants as an amendment of this RFA, if that information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective Applicants.

F. RECEIPT OF APPLICATIONS

Applications must be received at the place designated and by the date and time specified in the Cover Letter of this RFA, and must be considered valid for a period of 90 days from the closing date. Late or incomplete applications may only be reviewed if authorized by the Agreement Officer and only if all such submissions are treated the same and are evaluated prior to award of any other agreements under the RFA.

G. AGREEMENT AWARD

- a. The Government may award one or more grants resulting from this RFA to the responsible applicant(s) whose application(s) conforming to this RFA offers the greatest value. The Government may (a) reject any or all applications, (b) accept other than the lowest cost application, (c) accept more than one application (see Section B, Selection Criteria), (d) accept alternate applications, and (e) waive informalities and minor irregularities in applications received.
- b. The Government may award one or more Grant(s) on the basis of initial applications received, without discussions. Therefore, each initial application should contain the applicant's best terms from a cost and technical standpoint.
- c. A written award mailed or otherwise furnished to the successful applicant(s) within the time for acceptance specified either in the application(s) or in this RFA (whichever is later) shall result in a binding Grant without further action by either party. Before the application's specified expiration time, the Government may accept an application, whether or not there are negotiations

after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an application do not constitute a rejection or counteroffer by the Government.

d. Neither financial data submitted with an application nor representations concerning facilities or financing, will form a part of the resulting Grant(s).

H. AUTHORITY TO OBLIGATE THE GOVERNMENT

The Agreement Officer is the only individual who may legally commit the Government to the expenditure of public funds.

NOTE: NO COSTS CHARGEABLE TO THE PROPOSED PROGRAM MAY BE INCURRED BEFORE RECEIPT OF EITHER A FULLY EXECUTED COOPERATIVE AGREEMENT OR A SPECIFIC, WRITTEN AUTHORIZATION FROM THE AGREEMENT OFFICER.

End of Section II

SECTION III - SELECTION CRITERIA

Technical applications will be evaluated by a Technical Evaluation Committee in accordance with the Technical Evaluation Criteria set forth below. Thereafter, the Cost Management portion of the applications will be reviewed and costs will be evaluated in accordance with the Cost Criteria, set forth below as well. Selection for award of cooperative agreement(s) under this program is structured so that program quality criteria will be the primary basis for awarding the agreement. These criteria reflect the technical merit of the Applicants detailed proposals. The numerical rating of 90 points has been allocated to four components. Specific point values are assigned to each component but are not broken down across the sub-elements and key concepts. If an Applicant fails to include information on any of the required areas, the proposals overall rating will be decreased. Given the constraints of length, Applicants are encouraged to be concise in the discussion. Award(s) will be made to the responsible Applicant(s) whose responsive application offers the greatest value, based on technical and cost factors set forth below.

Proposed Selection Criteria

The criteria presented below have been tailored to the requirements of this particular RFA. Applicants should note that these criteria serve to: (a) identify the significant matters which applicants should address in their applications and (b) set the standard against which all applications will be evaluated.

TECHNICAL CRITERIA	SCORE
<i>Quality and Responsiveness (90 points maximum)</i>	
<i>1. Technical Approach (30 points)</i> <ul style="list-style-type: none"> • Innovative/creative, cost-effective programming approaches that would be/are endorsed by identified East Timorese counterparts • Partnership with local East Timorese organizations addressing capacity building and sustainability of programming • Sound analytic basis for proposed approaches, strategies and interventions, including an understanding of the political, historical, cultural, demographic, and socio-economic factors • Identification of clear coordination mechanisms with other programs supported by USAID and other donors • Clear statement of what is to be accomplished • Degree to which programs seek to empower women and further their political participation. • Sensitivity to the participation of youth, and disadvantaged groups. 	
<i>2. Applicant's Team (25 points)</i> <ul style="list-style-type: none"> • Qualifications and demonstrated experience of proposed personnel, 	

<p>including technical qualifications, professional competence, language proficiency in Portuguese, Bahasa Indonesian and/or Tetum, and relevant academic background.</p> <ul style="list-style-type: none"> • Recipient's ability to effectively bring technical/academic disciplines, functional skills, and experiences of all members of Applicant's team to bear on the proposed program. • Degree to which staff in East Timor have clearly identified programmatic decision-making authority relative to other parts of organization 	
<p>3. Institutional Capacity and Performance Record (20 points)</p> <ul style="list-style-type: none"> • Appropriate systems (human resources, technical, financial, etc.) to manage diverse activities expeditiously, soundly and at reasonable cost. • Appropriate systems to incorporate and nurture participation of East Timorese in planning, implementing and managing the program. • Prior experience and success in implementing, managing, and evaluating similar activities • Record of collaborating closely with various levels of host country governments, civil society organizations, and other donors and implementing partners 	
<p>4. Monitoring and Evaluation Plan (15 points)</p> <ul style="list-style-type: none"> • Overall quality of proposed performance monitoring and evaluation plan • Proposed indicators, including gender-specific, for assessing the achievement of objectives • Identified use of effective monitoring and evaluation approaches in other programs 	

COST CRITERIA	SCORE
<p>(10 points maximum)</p> <ul style="list-style-type: none"> • Proposed cost share and extent to which Applicant's plans appropriately integrate cost sharing and mobilization of other existing or available resources • Extent to which the Applicant's plans will accomplish the program objectives with reasonable economy and efficiency. • Extent of Applicant's understanding of financial requirements of the program and ability to achieve objectives with the funds requested. 	
TOTAL SCORE (100 points maximum)	

SECTION IV

CERTIFICATIONS, ASSURANCES, AND OTHER STATEMENT OF RECIPIENT

PART I – CERTIFICATIONS AND ASSURANCES

1. ASSURANCE OF COMPLIANCE WITH LAWS AND REGULATIONS GOVERNING NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

- (a) The recipient hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the grant for which application is being made, it will comply with the requirements of:
 - (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;
 - (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;
 - (3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;
 - (4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and
 - (5) USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.
- (b) If the recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and shall be applicable to the entire institution unless the recipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices

in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

- (c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the recipient by the Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

(a) Instructions for Certification

- (1) By signing and/or submitting this application or grant, the recipient is providing the certification set out below.
- (2) The certification set out below is a material representation of fact upon which reliance was placed when the agency determined to award the grant. If it is later determined that the recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) For recipients other than individuals, Alternate I applies.
- (4) For recipients who are individuals, Alternate II applies.

(b) Certification Regarding Drug-Free Workplace Requirements

Alternate I

- (1) The recipient certifies that it will provide a drug-free workplace by:
 - (A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the applicant's/grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- (B) Establishing a drug-free awareness program to inform employees about--
 - 1. The dangers of drug abuse in the workplace;
 - 2. The recipient's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (b)(1)(A);
 - (D) Notifying the employee in the statement required by paragraph (b)(1)(A) that, as a condition of employment under the grant, the employee will--
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (E) Notifying the agency within ten days after receiving notice under subparagraph (b)(1)(D)1. from an employee or otherwise receiving actual notice of such conviction;
 - (F) Taking one of the following actions, within 30 days of receiving notice under subparagraph (b)(1)(D)2., with respect to any employee who is so convicted--
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (G) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (b)(1)(A), (b)(1)(B), (b)(1)(C), (b)(1)(D), (b)(1)(E) and (b)(1)(F).
- (2) The recipient shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Alternate II

The recipient certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

(a) Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

[4] You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," [5] provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the methods and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- (b) Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions
- (1) The prospective primary participant certifies to the best of its knowledge and belief, the it and its principals:
 - (A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (B) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (C) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification;
 - (D) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

4. CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making

or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. CERTIFICATION OF RECIPIENT

The recipient certifies that it has reviewed and is familiar with the proposed grant format and the regulations applicable thereto, and that it agrees to comply with all such regulations, except as noted below (use a continuation page as necessary):

Solicitation No. _____

Date of Application/Proposal _____

Name of Recipient _____

Typed Name and Title _____

Signature _____ Date _____

[1] FORMATS: Rev. 06/16/97 (ADS 303.6, E303.5.6a) [2] When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement". [3] The recipient must obtain from each identified subgrantee and (sub)contractor, and submit with its application/proposal, the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Transactions, set forth in Attachment A hereto. The recipient should reproduce additional copies as necessary. [4] See ADS Chapter E303.5.6a, 22 CFR 208, Annex1, App A. [5] For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the grant standard provision entitled "Debarment, Suspension, and Related Matters" if the recipient is a U.S. nongovernmental organization, or in the grant standard provision entitled "Debarment, Suspension, and Other Responsibility Matters" if the recipient is a non-U.S. nongovernmental organization.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

(a) Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, has the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. 1/ You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier covered Transaction," 2/ without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Solicitation No. _____

Date of Application/Proposal _____

Name of Applicant/Subgrantee _____

Typed Name and Title _____

Signature _____

FORMATS: Rev. 06/16/97 (ADS 303.6, E303.5.6a) When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement". The recipient must obtain from each identified subgrantee and (sub)contractor, and submit with its application/proposal, the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Transactions, set forth in Attachment A hereto. The recipient should reproduce additional copies as necessary. See ADS Chapter E303.5.6a, 22 CFR 208, Annex1, App A. For USAID, this clause is entitled

"Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the grant standard provision entitled "Debarment, Suspension, and Related Matters" if the recipient is a U.S. nongovernmental organization, or in the grant standard provision entitled "Debarment, Suspension, and Other Responsibility Matters" if the recipient is a non-U.S. nongovernmental organization.

PART II – OTHER STATEMENTS OF RECIPIENT

1. AUTHORIZED INDIVIDUALS

The recipient represents that the following persons are authorized to negotiate on its behalf with the Government and to bind the recipient in connection with this application or grant:

Name	Title	Telephone No.	Facsimile No.
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2. TAXPAYER IDENTIFICATION NUMBER (TIN)

TIN: _____

3. CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

- (a) In the space provided at the end of this provision, the recipient should supply the Data Universal Numbering System (DUNS) number applicable to that name and address. Recipients should take care to report the the number that identifies the recipient's name and address exactly as stated in the proposal.
- (b) The DUNS is a 9-digit number assigned by Dun and Bradstreet Information Services. If the recipient does not have a DUNS number, the recipient should call Dun and Bradstreet directly at 1-800-333-0505. A DUNS number will be provided immediately by telephone at no charge to the recipient. The recipient should be prepared to provide the following information:

- (1) Recipient's name.
- (2) Recipient's address.
- (3) Recipient's telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the organization was started.
- (7) Number of people employed by the recipient.
- (8) Company affiliation.

- (c) Recipients located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

The DUNS system is distinct from the Federal Taxpayer Identification Number (TIN) system.

DUNS: _____

4. LETTER OF CREDIT (LOC) NUMBER

If the recipient has an existing Letter of Credit (LOC) with USAID, please indicate the LOC number:

LOC: _____

5. PROCUREMENT INFORMATION

- (a) Applicability. This applies to the procurement of goods and services planned by the recipient (i.e., contracts, purchase orders, etc.) from a supplier of goods or services for the direct use or benefit of the recipient in conducting the program supported by the grant, and not to assistance provided by the recipient (i.e., a subgrant or subagreement) to a subgrantee or subrecipient in support of the subgrantee's or subrecipient's program. Provision by the recipient of the requested information does not, in and of itself, constitute USAID approval.
- (b) Amount of Procurement. Please indicate the total estimated dollar amount of goods and services which the recipient plans to purchase under the grant:

\$ _____

- (c) Nonexpendable Property. If the recipient plans to purchase nonexpendable equipment which would require the approval of the Agreement Officer, please indicate below (using a continuation page, as necessary) the types, quantities of each, and estimated unit costs. Nonexpendable equipment for which the Agreement Officer's approval to purchase is

required is any article of nonexpendable tangible personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

TYPE/DESCRIPTION(Generic)	QUANTITY	ESTIMATED UNIT COST
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- (d) Source, Origin, and Componentry of Goods. If the recipient plans to purchase any goods/commodities which are not of U.S. source and/or U.S. origin, and/or does not contain at least 50% componentry which are not at least 50% U.S. source and origin, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, and probable source and/or origin, to include the probable source and/or origin of the components if less than 50% U.S. components will be contained in the commodity. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. Any commodity whose source is a non-Free World country is ineligible for USAID financing. The "origin" of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results, which is substantially different in basic characteristics or in purpose or utility from its components. Merely packaging various items together for a particular procurement or relabeling items does not constitute production of a commodity. Any commodity whose origin is a non-Free World country is ineligible for USAID financing. "Components" are the goods which go directly into the production of a produced commodity. Any component from a non-Free World country makes the commodity ineligible for USAID financing.

TYPE/DESCRIPTION PROBABLE (Generic) COMPONENTS ORIGIN	QUANTITY	ESTIMATED UNIT COST	GOODS COMPONENTS	PROBABLE GOODS SOURCE
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- (e) Restricted Goods. If the recipient plans to purchase any restricted goods, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, intended use, and probable source and/or origin. Restricted goods are Agricultural

Commodities, Motor Vehicles, Pharmaceuticals, Pesticides, Rubber Compounding Chemicals and Plasticizers, Used Equipment, U.S. Government-Owned Excess Property, and Fertilizer.

TYPE/DESCRIPTION (Generic)	QUANTITY	ESTIMATED UNIT COST	PROBABLE SOURCE	PROBABLE ORIGIN	INTENDED USE
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- (f) **Supplier Nationality.** If the recipient plans to purchase any goods or services from suppliers of goods and services whose nationality is not in the U.S., please indicate below (using a continuation page, as necessary) the types and quantities of each good or service, estimated costs of each, probable nationality of each non-U.S. supplier of each good or service, and the rationale for purchasing from a non-U.S. supplier. Any supplier whose nationality is a non-Free World country is ineligible for USAID financing.

TYPE/DESCRIPTION RATIONALE (Generic)	QUANTITY	ESTIMATED UNIT COST (Non-US Only)	PROBABLE SUPPLIER for NON-US	NATIONALITY
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- (g) **Proposed Disposition.** If the recipient plans to purchase any nonexpendable equipment with a unit acquisition cost of \$5,000 or more, please indicate below (using a continuation page, as necessary) the proposed disposition of each such item. Generally, the recipient may either retain the property for other uses and make compensation to USAID (computed by applying the percentage of federal participation in the cost of the original program to the current fair market value of the property), or sell the property and reimburse USAID an amount computed by applying to the sales proceeds the percentage of federal participation in the cost of the original program (except that the recipient may deduct from the federal share \$500 or 10% of the proceeds, whichever is greater, for selling and handling expenses), or donate the property to a host country institution, or otherwise dispose of the property as instructed by USAID.

TYPE/DESCRIPTION(Generic)	QUANTITY	ESTIMATED UNIT COST	PROPOSED DISPOSITION
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6. PAST PERFORMANCE REFERENCES

On a continuation page, please provide a list of the ten most current U.S. Government and/or privately-funded contracts, grants, cooperative agreements, etc., and the name, address, and telephone number of the Contract/Agreement Officer or other contact person.

7. TYPE OF ORGANIZATION

The recipient, by checking the applicable box, represents that -

- (a) If the recipient is a U.S. entity, it operates as ☐ a corporation incorporated under the laws of the State of, ☐ an individual, ☐ a partnership, ☐ a nongovernmental nonprofit organization, ☐ a state or local governmental organization, ☐ a private college or university, ☐ a public college or university, ☐ an international organization, or ☐ a joint venture; or
- (b) If the recipient is a non-U.S. entity, it operates as ☐ a corporation organized under the laws of _____ (country), ☐ an individual, ☐ a partnership, ☐ a nongovernmental nonprofit organization, ☐ a nongovernmental educational institution, ☐ a governmental organization, ☐ an international organization, or ☐ a joint venture.

8. ESTIMATED COSTS OF COMMUNICATIONS PRODUCTS

The following are the estimate(s) of the cost of each separate communications product (i.e., any printed material [other than non- color photocopy material], photographic services, or video production services) which is anticipated under the grant. Each estimate must include all the costs associated with preparation and execution of the product. Use a continuation page as necessary.

DATE

(RECIPIENT CERTIFICATE OF COMPLIANCE)

To: Mr. Steven A. Tashjian
Contracting Officer
M/OP/PS/OCC

I, _____, _____, as a legally _____
Name (Printed or Typed) Title
authorized representative of _____
Organization Name

do hereby certify that, to the best of my knowledge and belief, this organization's management and other employees responsible for their implementation are aware of the requirements placed on the organization by OMB Circulars, and Federal and USAID regulations with respect to the management of, among other things, personnel policies (including salaries), travel and procurement under this agreement and I further certify that the organization is in compliance with those requirements.

I, we, understand that a false, or intentionally misleading, certification could be the cause for possible actions ranging from being found not responsible for this award to suspension or debarment of this organization in accordance with the provisions of USAID Regulation 8.

I, we, further agree to instruct the accounting firm that this organization retains to perform its annual audits, as required by OMB Circular A-133, to include in their review of our internal controls sufficient testing of the implementation of our personnel, travel and procurement policies to confirm compliance with Federal and USAID requirements. The conclusions of that compliance review will be included in the A-133 audit reports submitted to the government.

I declare under penalty of perjury that the foregoing is true and correct.

Signature

Type or Print Name
Position Title
Date of Execution

ATTACHMENT I – COOPERATIVE AGREEMENT FORMAT

NOTE: Attachment I is provided as a format sample only. Upon award the Recipient will receive a document tailored to the specifics of their proposal and the applicable regulations. The actual document may contain more or less than the provisions listed within this attachment. The sample is provided to familiarize potential applicants with USAID's Agreement format.

Subject:

Award No.:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby intends to grant to _____ (hereinafter referred to as ____ or "Recipient"), the sum of \$_____ to provide support for a program in Strengthening Democratic Institutions and Processes in East Timor, as described in the Schedule of this award and the Attachment 2, entitled "Program Description". As this award is incrementally funded, only the amount shown in Section 1.3.b. of the Agreement schedule has been obligated for use hereunder.

This award is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives during the period beginning with the effective date and ending on the date shown in Section 1.2 of Attachment 1, Schedule. USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This award is made to the Recipient on condition that the funds will be administered in accordance with the terms and conditions as set forth in 22 CFR 226, entitled "Administration of Assistance Awards to U.S. Non-Governmental Organizations"; Attachment 1, entitled "Schedule"; Attachment 2, entitled "Program Description"; and Attachment 3 entitled "Standard Provisions."

Please sign the original and each copy of this letter to acknowledge your receipt of this award, and return the original and all but one copy to the Agreement Officer.

Sincerely,

Thomas M. Stephens
Agreement Officer

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions

ACKNOWLEDGED:

By: _____

Title: _____

Date: _____

ACCOUNTING AND APPROPRIATION DATA**A. GENERAL**

1. Total USAID Agreement Amount : \$_____
2. Total Program Amount : \$_____
3. Total Obligated Amount : \$_____
4. Cost-Sharing Percentage
(Non-Federal): (10%) : _____
5. Activity Title : Strengthening Democratic Institutions and
Processes in East Timor
6. USAID Technical Office : Office of Community and Civic
Participation (OCPT), USAID/Indonesia
7. Tax I.D. Number :
8. DUNS No. :
9. LOC Number :

B. SPECIFIC

1. MAARD Number :
2. Appropriation Number :
3. Budget Plan Code :

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ACCOUNTING AND APPROPRIATION DATA

ATTACHMENT 1

SCHEDULE

- 1.1 PURPOSE OF AGREEMENT
- 1.2 PERIOD OF AGREEMENT
- 1.3 AMOUNT OF AWARD AND PAYMENT
- 1.4 BUDGET
- 1.5 REPORTING AND EVALUATION
 - 1.5.1 Financial Reporting
 - 1.5.2 Monitoring and reporting program performance
- 1.6 TITLE TO AND CARE OF PROPERTY
- 1.7 AUTHORIZED GEOGRAPHIC CODE
- 1.8 INDIRECT COSTS
- 1.9 RESOLUTION OF CONFLICTS
- 1.10 COST SHARING
- 1.11 COMMUNICATIONS PRODUCTS (OCT 1994)
- 1.12 PAYMENT OFFICE

ATTACHMENT 2 PROGRAM DESCRIPTION

ATTACHMENT 3 STANDARD PROVISIONS

Attachment 1**SCHEDULE****1.1 PURPOSE OF AGREEMENT**

The purpose of this Cooperative Agreement is to provide support for the program described in Attachment 2 of this Grant entitled "Program Description."

1.2 PERIOD OF AGREEMENT

The effective date of this Agreement is the date of the Cover Letter and the estimated completion date is _____. Funds obligated hereunder are available for program expenditures for the estimated period beginning the effective date of this Agreement through _____.

1.3 AMOUNT OF AWARD AND PAYMENT

- (a) The total estimated amount of this Award is \$_____.
- (b) USAID hereby obligates the amount of \$_____ for program expenditures during the period set forth in 1.2 above and as shown in the Budget below.
- (c) Payment shall be made to the Grantee by Payment - Letter of Credit in accordance with procedures set forth in 22 CFR 226.22.
- (d) Additional funds up to the total estimated amount may be obligated by USAID subject to the availability of funds, satisfactory progress of the project, and continued relevance to USAID programs.

1.4 BUDGET

The following is the Agreement Budget, including local cost financing items, if authorized. Revisions to this budget shall be made in accordance with 22 CFR 226.25.

THE BUDGET BELOW IS PROVIDED AS A SAMPLE ONLY

BUDGET	FEDERAL	NON-FEDERAL
Result No. 1	\$	\$
Result No. 2	\$	\$
Result No. 3	\$	\$
Result No. 4	\$	\$
TOTAL	\$	\$
COMBINED TOTAL	\$	

1.5 REPORTING AND EVALUATION

1.5.1 Financial Reporting

In accordance with 22 CFR 226.52, the SF 269 and 272 will be required on a quarterly basis. The Recipient shall submit these forms in the following manner:

- (a) The SF 272 and 272a (if necessary) will be submitted via electronic format to the U.S. Department of Health and Human Services (<http://www/dpm/psc.gov>). A copy of this form shall also be simultaneously submitted to the Cognizant Technical Officer.
- (b) The SF 269 or 269a (as appropriate) shall be submitted to the Cognizant Technical Officer.
- (c) In accordance with 22 CFR 226.70-72 the original and two copies of final financial reports shall be submitted as follows: M/FM and the Cognizant Technical Officer. The electronic version of the final SF 272 or 272a shall be submitted to HHS in accordance with paragraph (a) above.

1.5.2 Monitoring and reporting program performance

- (a) Requirements. The Recipient shall submit an original and one copy of a brief semi-annual performance report to the Cognizant Technical Officer.
- (b) Contents. The performance report shall briefly present the information contained in 22 CFR 226.51(d).
- (c) Final Report - The Recipient shall submit the original and one copy to the Cognizant Technical Officer and one copy to USAID Development Experience Clearinghouse, ATTN: Document Acquisitions, 1611 N. Kent

Street, Suite 200, Arlington, VA 22209-2111 (or e-mail: docsbmit@dec.cdie.org). The final performance report shall contain information consistent with 22 CFR 226.51.

1.6 SUBSTANTIAL INVOLVEMENT UNDERSTANDINGS

The following provisions constitute USAID's substantial involvement in the recipient's program in order to assure that program requirements are met and that mutual program objectives are achieved.

The Cognizant Technical Officer (CTO), USAID/East Timor shall be responsible for:

- (a) Approval of Annual Workplans;
- (b) Approval of Key Personnel;
- (c) Approval of monitoring and evaluation plans, and USAID involvement in monitoring progress toward the achievement of the program objectives during the course of the cooperative agreement; and
- (d) Concurrence in the selection of subaward recipients.

1.7 KEY PERSONNEL

The following positions have been designated as key to the successful completion of the objectives of this Agreement. In accordance with the Substantial Involvement clause of this Agreement, these personnel are subject to the approval of the CTO.

1.8 TITLE TO AND CARE OF PROPERTY

Title to all property financed under this award shall vest in the Recipient subject to the requirements of 22 CFR 226.30 through 37.

1.9 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is the United States (000) and East Timor.

1.10 INDIRECT COSTS

Pursuant to the Standard Provision of this Award entitled "Negotiated Indirect Cost Rates - Provisional (Nonprofits)," an indirect cost rate or rates shall be established for each of the Recipient's accounting periods which apply to this Award. Pending establishment of final or revised provisional indirect cost rates, provisional payments on account of allowable costs shall be made on the basis of the following negotiated provisional rate(s) applied to the base(s) which is (are) set forth below:

Type	Rate	Base	Period
------	------	------	--------

1.11 RESOLUTION OF CONFLICTS

Conflicts between any of the Attachments of this Agreement shall be resolved by applying the following descending order of precedence:

- Attachment 1 – Schedule
- Attachment 2 - Program Description
- Attachment 3 - Standard Provisions
- Attachment 4 – 22 CFR 226

1.12 COST SHARING

The Recipient agrees to expend an amount not less than 10% of the total program amount (combined Federal and Non-Federal). Cost sharing contributions shall meet the criteria as set out in 22 CFR 226.23.

1.13 PAYMENT OFFICE

USAID/ FM/CMPD/DCB
RRB, 7th Floor, Room 7.06
1300 Pennsylvania Avenue, NW
Washington, D.C., 20523-7700

1.14 PROGRAM INCOME (If Applicable)

The Recipient shall account for Program Income in Accordance with 22 CFR 226.24. Pursuant to 22 CFR 226.24(1), Program Income earned under this Agreement shall be applied and used as additive to the Agreement to further Program objectives.

1.15 SPECIAL PROVISIONS

1. Hiring of Government of Indonesia (GOI) Employees

Honoraria may be paid to university employees and to members of research institutions, who are GOI employees solely by virtue of their position in a university or research institutions, carrying out project-related activities outside their normal duties where the normal practice of the GOI condones this type of additional work. **[Only nominal and occasional payments of honoraria to other GOI employees under similar circumstances may be paid provided such payments are clearly for functions outside their normal duties and do not take place during normal working hours or otherwise conflict with official duties in which case they are not considered salary supplements. Frequent recurring payments are prohibited except for university and research institution employees.]**

2. Terrorist Financing – The Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this Agreement.

3. Foreign Government Delegations to International Conferences

Funds in this Agreement may not be used to finance the travel, per diem, hotel expenses, meals, conference meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences [<http://www.info.usaid.gov/pubs/ads/300/refindx3.htm>]" or as approved by the CTO.

4. Per Section 116(e) of the Foreign Assistance Act, as amended, none of the funds provided under this Agreement may be used, directly or indirectly, to influence the outcome of any election.

PROGRAM DESCRIPTION

The Recipient's proposal entitled "(SAMPLE TITLE ONLY)" and dated "TO BE IDENTIFIED" is attached hereto as the Program Description (Attachment 2) and is made a part of this Award.

Mandatory Reference: 303

File Name: 303maa_041601_cd23

Last Revised: 04/16/2001

MANDATORY STANDARD PROVISIONS FOR U.S., NONGOVERNMENTAL RECIPIENTS

- | | |
|--------------------------------|---|
| 1. Applicability of 22 CFR 226 | 6. Amendment |
| 2. Ineligible Countries | 7. Notices |
| 3. Nondiscrimination | 8. Subagreements |
| 4. Investment Promotion | 9. OMB Approval Under the Paperwork
Reduction Act |
| 5. Nonliability | 10. USAID Eligibility Rules for
Goods and Services |

1. APPLICABILITY OF 22 CFR PART 226 (April 1998)

- (a) All provisions of 22 CFR Part 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in Part 226, unless a section specifically excludes a subrecipient from coverage. The recipient shall assure that subrecipients have copies of all the attached standard provisions.
- (b) For any subawards made with entities which fall outside of the definition of "Recipient" (such as Non-US organizations) the Recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Grantees" except for the "Accounting, Audit and Records" Standard Provision. Recipients are required to ensure compliance with subrecipient monitoring procedures in accordance with OMB Circular A-133 and shall insert an appropriate provision on accounting, audit and records.

2. INELIGIBLE COUNTRIES (MAY 1986)

Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

3. NONDISCRIMINATION (MAY 1986)

(This provision is applicable when work under the grant is performed in the U.S. or when employees are recruited in the U.S.)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this award on the basis of race, color, national origin, age, handicap, or sex.

4. INVESTMENT PROMOTION (January 1994)

No funds or other support provided hereunder may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.

No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID.

No funds or other support provided hereunder may be used in a project or activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.

This provision must be included in all subagreements.

5. NONLIABILITY (NOVEMBER 1985)

USAID does not assume liability for any third party claims for damages arising out of this award.

6. AMENDMENT (NOVEMBER 1985)

The award may be amended by formal modifications to the basic award document or by means of an exchange of letters between the Agreement Officer and an appropriate official of the recipient.

7. NOTICES (NOVEMBER 1985)

Any notice given by USAID or the recipient shall be sufficient only if in writing and delivered in person, mailed, or cabled as follows:

To the USAID Agreement Officer, at the address specified in the award.

To recipient, at recipient's address shown in the award or to such other address designated within the award

Notices shall be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

8. SUBAGREEMENTS (June 1999)

Subrecipients, subawardees, and contractors have no relationship with USAID under the terms of this agreement. All required USAID approvals must be directed through the recipient to USAID.

9. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (April 1998)

Information collection requirements imposed by this grant are covered by OMB approval number 0412-0510; the current expiration date is 11/30/2000. Identification of the Standard Provision containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are set forth below.

Standard Provision	Burden Estimate
Air Travel and Transportation	1 (hour)
Ocean Shipment of Goods	.5
Patent Rights	.5
Publications	.5
Negotiated Indirect Cost Rates - (Predetermined and Provisional)	1
Voluntary Population Planning	.5
Protection of the Individual as a Research Subject	1
22 CFR 226	Burden Estimate
22 CFR 226.40-.49 Procurement of Goods and Services	1
22 CFR 226.30 - .36 Property Standards	1.5

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Procurement, Policy Division (M/OP/P) U.S. Agency for International Development, Washington, DC 20523-7801 and to the Office of Management and Budget, Paperwork Reduction Project (0412-0510), Washington, DC 20503.

10. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (April 1998)

(This provision is not applicable to goods or services which the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.)

- (a) Ineligible and Restricted Goods and Services: USAID's policy on ineligible and restricted goods and services is contained in ADS Chapter 312.
 - (1) Ineligible Goods and Services. Under no circumstances shall the recipient procure any of the following under this award:
 - (i) Military equipment,
 - (ii) Surveillance equipment,
 - (iii) Commodities and services for support of police or other law enforcement activities,
 - (iv) Abortion equipment and services,
 - (v) Luxury goods and gambling equipment, or
 - (vi) Weather modification equipment.
 - (2) Ineligible Suppliers. Funds provided under this award shall not be used to procure any goods or services furnished by any firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the recipient with a copy of these lists upon request.
 - (3) Restricted Goods. The recipient shall not procure any of the following goods and services without the prior approval of the Agreement Officer:
 - (i) Agricultural commodities,
 - (ii) Motor vehicles,
 - (iii) Pharmaceuticals,
 - (iv) Pesticides,
 - (v) Used equipment,
 - (vi) U.S. Government-owned excess property, or
 - (vii) Fertilizer.

Prior approval will be deemed to have been met when:

- (i) the item is of US source/origin;
- (ii) the item has been identified and incorporated in the program description or schedule of the award (initial or revisions), or amendments to the award; and

- (iii) the costs related to the item are incorporated in the approved budget of the award.

Where the item has not been incorporated into the award as described above, a separate written authorization from the Agreement Officer must be provided before the item is procured.

- (b) Source and Nationality: The eligibility rules for goods and services based on source and nationality are divided into two categories. One applies when the total procurement element during the life of the award is over \$250,000, and the other applies when the total procurement element during the life of the award is not over \$250,000, or the award is funded under the Development Fund for Africa (DFA) regardless of the amount. The total procurement element includes procurement of all goods (e.g., equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source, origin and nationality are contained in 22 CFR Part 228, Rules on Source, Origin and Nationality for Commodities and Services Financed by the Agency for International Development, which is incorporated into this Award in its entirety.
 - (1) For DFA funded awards or when the total procurement element during the life of this award is valued at \$250,000 or less, the following rules apply:
 - (i) The authorized source for procurement of all goods and services to be reimbursed under the award is USAID Geographic Code 935, "Special Free World," and such goods and services must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 in accordance with the following order of preference:
 - (A) The United States (USAID Geographic Code 000),
 - (B) The Cooperating Country,
 - (C) USAID Geographic Code 941, and
 - (D) USAID Geographic Code 935.
 - (ii) Application of order of preference: When the recipient procures goods and services from other than U.S. sources, under the order of preference in paragraph (b)(1)(i) above, the recipient shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the grantee's documentation:
 - (A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,
 - (B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,

- (C) Compelling local political considerations precluded consideration of U.S. sources,
 - (D) The goods or services were not available from U.S. sources, or
 - (E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the award.
- (2) When the total procurement element exceeds \$250,000 (unless funded by DFA), the following applies: Except as may be specifically approved or directed in advance by the Agreement Officer, all goods and services financed with U.S. dollars, which will be reimbursed under this award must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 for the authorized geographic code specified in the schedule of this award. If none is specified, the authorized source is Code 000, the United States.
- (c) Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by USAID in whole or in part and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference:
- (1) The United States (USAID Geographic Code 000),
 - (2) The Cooperating Country,
 - (3) "Selected Free World" countries (USAID Geographic Code 941), and
 - (4) "Special Free World" countries (USAID Geographic Code 899).
- (d) If USAID determines that the recipient has procured any of these goods or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.

This provision must be included in all subagreements which include procurement of goods or services which total over \$5,000.

(END OF STANDARD PROVISION)

**Mandatory Standard Provisions
for U.S., Nongovernmental Recipients
When Activities Are Undertaken Outside the U.S.**

- | | |
|---|------------------------------|
| 11. Regulations Governing Employees | 14. International Air Travel |
| 12. Conversion of US dollars to
Local Currency | and Transportation |
| 13. Use of Pouch Facilities | 15. Ocean Shipment of Goods |
| | 16. Local Procurement |

11. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)

(The following applies to the recipient's employees working in the cooperating country under the agreement who are not citizens of the cooperating country.)

- (a) The recipient's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.
- (b) The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR Part 136, except as this may conflict with host government regulations.
- (c) Other than work to be performed under this award for which an employee is assigned by the recipient, no employee of the recipient shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.
- (d) The recipient's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.
- (e) In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party shall consult with the USAID Mission Director and the employee involved and shall recommend to the recipient a course of action with regard to such employee.
- (f) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.

- (g) If it is determined, either under (e) or (f) above, that the services of such employee should be terminated, the recipient shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

12. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)

Upon arrival in the Cooperating Country, and from time to time as appropriate, the recipient's chief of party shall consult with the Mission Director who shall provide, in writing, the procedure the recipient and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

13. USE OF POUCH FACILITIES (AUGUST 1992)

- (a) Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID recipients and their employees as a general policy, as detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rest with the Embassy or USAID Mission. In consideration of the use of pouch facilities, the recipient and its employees agree to indemnify and hold harmless, the Department of State and USAID for loss or damage occurring in pouch transmission:
- (1) Recipients and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of .9 kgs per shipment of correspondence and documents needed in the administration of assistance programs.
 - (2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of .45 kgs per shipment (but see (a)(3) below).
 - (3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.
 - (4) Official and personal mail pursuant to a.1. and 2. above sent by pouch should be addressed as follows:

Name of individual or organization (followed by
letter symbol "G")
City Name of post (USAID/_____)
Agency for International Development
Washington, D.C. 20523-0001

- (5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.
- (6) Recipient personnel are NOT authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide.
- (b) The recipient shall be responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities.
- (c) Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or USAID Mission.

14. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

(This provision is applicable when costs for international travel or transportation will be paid for with USAID funds. This provision is not applicable if the recipient is providing for travel with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.)

- (a) **PRIOR BUDGET APPROVAL**
In accordance with OMB Cost Principles, direct charges for foreign travel costs are allowable only when each foreign trip has received prior budget approval. Such approval will be deemed to have been met when:
 - (1) the trip is identified. Identification is accomplished by providing the following information: the number of trips, the number of individuals per trip, and the destination country(s).
 - (2) the information noted at (a)(1) above is incorporated in: the proposal, the program description or schedule of the award, the implementation plan (initial or revisions), or amendments to the award; and
 - (3) the costs related to the travel are incorporated in the approved budget of the award.

The Agreement Officer may approve travel which has not been incorporated in writing as required by paragraph (a)(2). In such case, a copy of the Agreement Officer's approval must be included in the agreement file.

(b) NOTIFICATION

- (1) As long as prior budget approval has been met in accordance with paragraph (a) above, a separate Notification will not be necessary unless:
- (i) the primary purpose of the trip is to work with USAID Mission personnel, or
 - (ii) the recipient expects significant administrative or substantive programmatic support from the Mission.

Neither the USAID Mission nor the Embassy will require Country Clearance of employees or contractors of USAID Recipients.

- (2) Where notification is required in accordance with paragraph (1)(i) or (ii) above, the recipient will observe the following standards:
- (i) Send a written notice to the cognizant USAID Technical Office in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W Technical Officer to forward the notice to the field.
 - (ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.
 - (iii) The notification shall contain the following information: the award number, the cognizant Technical Officer, the traveler's name (if known), date of arrival, and the purpose of the trip.
 - (iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the Technical Officer in the Mission to contact the recipient within 5 working days of having received the notice if the travel is denied. If the recipient has not received a response within the time frame, the recipient will be considered to have met these standards for notification, and may travel.
 - (v) If a subrecipient is required to issue a Notification, as per this section, the subrecipient may contact the USAID Technical Officer directly, or the prime may contact USAID on the subrecipient's behalf.

(c) **SECURITY ISSUES**

Recipients are encouraged to obtain the latest Department of State Travel Advisory Notices before travelling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet.

Where security is a concern in a specific region, recipients may choose to notify the US Embassy of their presence when they have entered the country. This may be especially important for long-term posting.

(d) **USE OF U.S.-OWNED LOCAL CURRENCY**

Travel to certain countries shall, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the grantee may exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

(e) **THE FLY AMERICA ACT**

The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR part 301, and are hereby incorporated by reference into this award.

(f) **COST PRINCIPLES**

The recipient will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in international travel status in accordance with the recipient's applicable cost principles and established policies and practices which are uniformly applied to federally financed and other activities of the grantee.

If the recipient does not have written established policies regarding travel costs, the standard for determining the reasonableness of reimbursement for overseas allowance will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the Agreement Officer.

(g) **SUBAWARDS.**

This provision will be included in all subawards and contracts which require international air travel and transportation under this award.

(END OF STANDARD PROVISION)

15. OCEAN SHIPMENT OF GOODS (JUNE 1999)

(This provision is applicable for awards and subawards for \$100,000 or more and when goods purchased with funds provided under this award are transported to cooperating countries on ocean vessels whether or not award funds are used for the transportation.)

- (a) At least 50% of the gross tonnage of all goods purchased under this agreement and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates for such vessels.
- (b) At least 50% of the gross freight revenue generated by shipments of goods purchased under this agreement and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.
- (c) When U.S. flag vessels are not available, or their use would result in a significant delay, the grantee may request a determination of non-availability from the USAID Transportation Division, Office of Procurement, Washington, D.C. 20523, giving the basis for the request which will relieve the grantee of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.
- (d) The recipient shall send a copy of each ocean bill of lading, stating all of the carrier's charges including the basis for calculation such as weight or cubic measurement, covering a shipment under this agreement to:

U.S. Department of Transportation, Maritime Administration, Division of National Cargo, 400 7th Street, S.W., Washington, DC 20590, and

U.S. Agency for International Development,
Office of Procurement, Transportation Division
1300 Pennsylvania Avenue, N.W.
Washington, DC 20523-7900

- (e) Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by USAID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR Part 202).
- (f) Shipments financed under this grant must meet applicable eligibility requirements set out in 22 CFR 228.21.

16. LOCAL PROCUREMENT (April 1998)

- (a) Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.
- (b) Locally financed procurements must be covered by source and nationality waivers as set forth in 22 CFR 228, Subpart F, except as provided for in mandatory standard provision, "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:
 - (1) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.
 - (2) Commodities of geographic code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.
 - (3) Professional Services Contracts estimated not to exceed \$250,000.
 - (4) Construction Services Contracts estimated not to exceed \$5,000,000.
 - (5) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:
 - (i) Utilities including fuel for heating and cooking, waste disposal and trash collection;
 - (ii) Communications - telephone, telex, fax, postal and courier services;
 - (iii) Rental costs for housing and office space;
 - (iv) Petroleum, oils and lubricants for operating vehicles and equipment;
 - (v) Newspapers, periodicals and books published in the cooperating country;
 - (vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, e.g., vehicle maintenance, hotel accommodations, etc.
- (c) The coverage on ineligible and restricted goods and services in the mandatory standard provision entitled, "USAID Eligibility Rules for Goods and Services," also apply to local procurement.

- (d) This provision will be included in all subagreements where local procurement of goods or services is a supported element.

(END OF STANDARD PROVISION)

**Required As Applicable
Standard Provisions for
U.S., Nongovernmental Recipients**

The following standard provisions are required to be used when applicable. Applicability statements are contained in the parenthetical statement preceding the standard provision. When a standard provision is determined to be applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with ADS 303.5.3. Check off the standard provisions which are included in the award.

- | | | |
|-----|--|-------|
| 1. | Negotiated Indirect Cost Rates - Predetermined | _____ |
| 2. | Negotiated Indirect Cost Rates - Provisional (Nonprofits) | _____ |
| 3. | Negotiated Indirect Cost Rates - Provisional (For-profits) | _____ |
| 4. | Publications and Media Releases | _____ |
| 5. | Participant Training | _____ |
| 6. | Voluntary Population Planning | _____ |
| 7. | Protection of the Individual as a Research Subject | _____ |
| 8. | Care of Laboratory Animals | _____ |
| 9. | Title to and Care of Property (Cooperating Country Title) | _____ |
| 10. | Public Notice | _____ |
| 11. | Communications Products | _____ |
| 12. | Cost Share | _____ |
| 13. | Prohibition of Assistance to Drug Traffickers | _____ |

(INCLUDE THIS PAGE IN THE AWARD)

1. NEGOTIATED INDIRECT COST RATES - PREDETERMINED (April 1998)

(This provision is applicable to educational or nonprofit institutions whose indirect cost rates under this award are on a predetermined basis.)

- (a) The allowable indirect costs shall be determined by applying the predetermined indirect cost rates to the bases specified in the schedule of this award.
- (b) Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed predetermined indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, the proposed predetermined indirect cost rates, and supporting cost data to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of predetermined indirect cost rates shall begin soon after receipt of the recipient's proposal.
- (c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.
- (d) The results of each negotiation shall be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon predetermined rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the specific items treated as direct costs. The indirect cost rate agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- (e) Pending establishment of predetermined indirect costs rates for any fiscal year, the recipient shall be reimbursed either at the rates fixed for the previous fiscal year or at billing rates acceptable to the USAID Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year or other period are established.

2. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (April 1998)

(This provision is applicable to any nonprofit organizations whose indirect cost rates under this award are on a provisional basis.)

- (a) Provisional indirect cost rates shall be established for each of the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs shall be reimbursed at the rates, on the bases, and for the periods shown in the schedule of the award.

- (b) Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed final indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, along with the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.
- (c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.
- (d) The results of each negotiation shall be set forth in a written indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- (e) Pending establishment of final indirect cost rate(s) for any fiscal year, the recipient shall be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.
- (f) Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

(END OF STANDARD PROVISION)

3. NEGOTIATED INDIRECT COST RATE - PROVISIONAL (Profit) (April 1998)

(This provision applies to for-profit organizations whose indirect cost rates under this award are on a provisional basis.)

- (a) Provisional indirect cost rates shall be established for the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs shall be reimbursed at the rates, on the bases, and for the periods shown in the schedule of this award. Indirect cost rates and the appropriate bases shall be established in accordance with FAR Subpart 42.7.

- (b) Within six months after the close of the recipient's fiscal year, the recipient shall submit to the cognizant agency for audit the proposed final indirect cost rates and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit three copies of the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.
- (c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.
- (d) The results of each negotiation shall be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- (e) Pending establishment of final indirect cost rates for any fiscal year, the recipient shall be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.
- (f) Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

(END OF STANDARD PROVISION)

4. PUBLICATIONS AND MEDIA RELEASES (JUNE 1999)

(This provision is applicable when publications are financed under the award.)

- (a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this award, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:

"This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of _____, Bureau for _____, U.S. Agency for International Development, under the terms of

Award No. _____. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

- (b) Unless the recipient is instructed otherwise by the Cognizant Technical Officer, publications, videos or other information/media products funded under this award and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.
- c) The recipient shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient shall submit one electronic or one hard copy of final documents (electronic copies are preferred) to PPC/CDIE/DIO at the following address:

USAID Development Experience Clearinghouse (DEC)
ATTN: Document Acquisitions
1611 Kent Street, Suite 200
Arlington, VA 22209-2111
Internet e-mail address: docsubmit@dec.cdie.org
Homepage: <http://www.dec.org>

Electronic documents may be submitted on 3.5" diskettes or as e-mail attachments, and should consist of only one electronic file that comprises the complete and final equivalent of the paper copy; otherwise, a hard copy should be sent. Acceptable software formats for electronic documents include Microsoft Word, WordPerfect, Microsoft Excel and Portable Document Format (PDF).

Each document submitted to PPC/CDIE/DIO should include the following information: 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) date of publication; 6) software name and version (if electronic document is sent).

- (d) In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income.
- (e) Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free

nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

(END OF STANDARD PROVISION)

5. PARTICIPANT TRAINING (April 1998)

(This provision is applicable when any participant training is financed under the award.)

- (a) Definition: A participant is any non-U.S. individual being trained under this award outside of that individual's home country.
- (b) Application of ADS Chapter 253: Participant training under this award shall comply with the policies established in ADS Chapter 253, Participant Training, except to the extent that specific exceptions to ADS 253 have been provided in this award with the concurrence of the Office of International Training.
- (c) Orientation: In addition to the mandatory requirements in ADS 253, recipients are strongly encouraged to provide, in collaboration with the Mission training officer, predeparture orientation and orientation in Washington at the Washington International Center. The latter orientation program also provides the opportunity to arrange for home hospitality in Washington and elsewhere in the United States through liaison with the National Council for International Visitors (NCIV). If the Washington orientation is determined not to be feasible, home hospitality can be arranged in most U.S. cities if a request for such is directed to the Agreement Officer, who will transmit the request to NCIV through R&D/OIT.

(END OF STANDARD PROVISION)

6. VOLUNTARY POPULATION PLANNING (MARCH 1999)

(This provision is applicable to all awards involving any aspect of voluntary population planning activities.)

- (a) Voluntary Participation and Family Planning Methods:
 - (1) The recipient agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the recipient agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.

- (2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.
- (b) Requirements for Voluntary Family Planning Projects
- A Family planning project must comply with the requirements of this paragraph.**
- (1) A project is a discrete activity through which a governmental or nongovernmental organization provides family planning services to people and for which Development Assistance funds, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.
 - (2) Service providers and referral agents in the project shall not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.
 - (3) The project shall not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.
 - (4) No person shall be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.
 - (5) The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the methods chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

- (6) The project shall ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.
- (7) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under paragraph (e) of this clause, the organization implementing a project for which such assistance is provided shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.
 - i) The recipient shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph;
 - ii) the recipient shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.
 - iii) The recipient shall provide USAID such additional information about violations as USAID may request.
- (c) **Additional Requirements for Voluntary Sterilization Programs**
 - (1) None of the funds made available under this award shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.
 - (2) The recipient shall ensure that any surgical sterilization procedures supported in whole or in part by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.
 - (3) Further, the recipient shall document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized

assistant of the attending physician; or (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall speak the same language as the patient.

- (4) The recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure must be retained by the recipient for a period of three years after performance of the sterilization procedure.

(d) Prohibition on Abortion-Related Activities:

- (1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to women to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for abortion.
- (2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

(e) Requirement for Subawards

The recipient shall insert this provision in all subsequent subawards and contracts involving family planning or population activities which will be supported in whole or part from funds under this award.

(END OF STANDARD PROVISION)

7. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (April 1998)

(This provision is applicable when human subjects are involved in research financed by the award.)

- (a) Safeguarding the rights and welfare of human subjects involved in research supported by USAID is the responsibility of the organization to which support is awarded. USAID has adopted the Common Federal Policy for the Protection of Human Subjects, Part 225 of Title 22 of the Code of Federal Regulations (the "Policy"). Additional interpretation, procedures, and implementation guidance of the Policy are found in USAID General Notice entitled "Procedures for the Protection of Human Subjects in Research Supported by USAID", issued April 19, 1995, as from time to time amended. USAID's Cognizant Human Subjects Officer (CHSO) in AID/W has oversight, guidance, and interpretation responsibility for the Policy.
- (b) Recipient organizations must comply with USAID policy when humans are the subject of research, as defined in 22 CFR 225.102(d), funded by the grant and recipients must provide "assurance", as required by 22 CFR 225.103, that they follow and abide by the procedures in the Policy. See also Section 5 of the April 19, 1995, USAID General Notice which sets forth activities to which the Policy is applicable. The existence of a bona fide, applicable assurance approved by the Department of Health and Human Services (HHS) such as the "multiple project assurance" (MPA) will satisfy this requirement. Alternatively, organizations can provide an acceptable written assurance to USAID as described in 22 CFR 225.103. Such assurances must be determined by the CHSO to be acceptable prior to any applicable research being initiated or conducted under the award. In some limited instances outside the U.S., alternative systems for the protection of human subjects may be used provided they are deemed "at least equivalent" to those outlined in Part 225 (See 22 CFR 225.101[h]). Criteria and procedures for making this determination are described in the General Notice cited in the preceding paragraph.
- (c) Since the welfare of the research subject is a matter of concern to USAID as well as to the organization, USAID staff consultants and advisory groups may independently review and inspect research and research processes and procedures involving human subjects, and based on such findings, the CHSO may prohibit research which presents unacceptable hazards or otherwise fails to comply with USAID procedures. Informed consent documents must include the stipulation that the subject's records may be subject to such review.

(END OF STANDARD PROVISION)

8. CARE OF LABORATORY ANIMALS (NOVEMBER 1985)

(This provision is applicable when laboratory animals are involved in research performed in the U.S. and financed by the award.)

- (a) Before undertaking performance of any grant involving the use of laboratory animals, the recipient shall register with the Secretary of Agriculture of the United States in accordance with Section 6, Public Law 89-544, Laboratory Animal Welfare Act, August

24, 1966, as amended by Public Law 91-579, Animal Welfare Act of 1970, December 24, 1970. The recipient shall furnish evidence of such registration to the Agreement Officer.

- (b) The recipient shall acquire animals used in research under this award only from dealers licensed by the Secretary of Agriculture, or from exempted sources in accordance with the Public Laws enumerated in (a) above.
- (c) In the care of any live animals used or intended for use in the performance of this grant, the recipient shall adhere to the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animals Resources, National Academy of Sciences - National Research Council, and in the United States Department of Agriculture's (USDA) regulations and standards issued under the Public Laws enumerated in a. above. In case of conflict between standards, the higher standard shall be used. The recipient's reports on portions of the award in which animals were used shall contain a certificate stating that the animals were cared for in accordance with the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animal Resources, NAS-NRC, and/or in the regulations and standards as promulgated by the Agricultural Research Service, USDA, pursuant to the Laboratory Animal Welfare Act of 24 August 1966, as amended (P.L. 89-544 and P.L. 91-579). NOTE: The recipient may request registration of the recipient's facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the region in which the recipient's research facility is located. The location of the appropriate APHIS Regional Office as well as information concerning this program may be obtained by contacting the Senior Staff Office, Animal Care Staff, USDA/APHIS, Federal Center Building, Hyattsville, Maryland 20782.

(END OF STANDARD PROVISION)

**9. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE)
(NOVEMBER 1985)**

(This provision is applicable to property titled in the name of the cooperating country or such public or private agency as the cooperating country government may designate.)

- (a) Except as modified by the schedule of this grant, title to all equipment, materials and supplies, the cost of which is reimbursable to the recipient by USAID or by the cooperating country, shall at all times be in the name of the cooperating country or such public or private agency as the cooperating country may designate, unless title to specified types or classes of equipment is reserved to USAID under provisions set forth in the schedule of this award. All such property shall be under the custody and control of recipient until the owner of title directs otherwise or completion of work under this award or its termination, at which time custody and control shall be turned over to the owner of

title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.

- (b) The recipient shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this grant. The recipient shall take all reasonable steps to comply with all appropriate directions or instructions which the Agreement Officer may prescribe as reasonably necessary for the protection of the Government property.
- (c) The recipient shall prepare and establish a program, to be approved by the appropriate USAID Mission, for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The recipient shall be guided by the following requirements:
 - (1) Property Control: The property control system shall include but not be limited to the following:
 - (i) Identification of each item of cooperating country property acquired or furnished under the award by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of (insert name of cooperating country)."
 - (ii) The price of each item of property acquired or furnished
 - (iii) The location of each item of property acquired or furnished under this award.
 - (iv) A record of any usable components which are permanently removed from items of cooperating country property as a result of modification or otherwise.
 - (v) A record of disposition of each item acquired or furnished under the award.
 - (vi) Date of order and receipt of any item acquired or furnished under the award.
 - (vii) The official property control records shall be kept in such condition that at any stage of completion of the work under this award, the status of property acquired or furnished under this award may be readily ascertained. A report of current status of all items of property acquired or furnished under the award shall be submitted yearly concurrently with the annual report.

- (2) Maintenance Program: The recipient's maintenance program shall be consistent with sound business practice, the terms of the award, and provide for:
 - (i) disclosure of need for and the performance of preventive maintenance,
 - (ii) disclosure and reporting of need for capital type rehabilitation, and
 - (iii) recording of work accomplished under the program:
 - (A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.
 - (B) Records of maintenance - The recipient's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.
 - (C) A report of status of maintenance of cooperating country property shall be submitted annually concurrently with the annual report.
- (d) Risk of Loss:
 - (1) The recipient shall not be liable for any loss of or damage to the cooperating country property, or for expenses incidental to such loss or damage except that the recipient shall be responsible for any such loss or damage (including expenses incidental thereto):
 - (i) Which results from willful misconduct or lack of good faith on the part of any of the recipient's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the recipient's business, or all or substantially all of the recipient's operation at any one plant, laboratory, or separate location in which this award is being performed;
 - (ii) Which results from a failure on the part of the recipient, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above:
 - (A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of cooperating country property as required by (i) above, or

- (B) to take all reasonable steps to comply with any appropriate written directions of the Agreement Officer under (b) above;
 - (iii) For which the recipient is otherwise responsible under the express terms designated in the schedule of this award;
 - (vi) Which results from a risk expressly required to be insured under some other provision of this award, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or
 - (v) Which results from a risk which is in fact covered by insurance or for which the grantee is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
 - (vi) Provided, that, if more than one of the above exceptions shall be applicable in any case, the recipient's liability under any one exception shall not be limited by any other exception.
- (2) The recipient shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the cooperating country property, except to the extent that USAID may have required the recipient to carry such insurance under any other provision of this award.
- (3) Upon the happening of loss or destruction of or damage to the cooperating country property, the recipient shall notify the Agreement Officer thereof, shall take all reasonable steps to protect the cooperating country property from further damage, separate the damaged and undamaged cooperating country property, put all the cooperating country property in the best possible order, and furnish to the Agreement Officer a statement of:
- (i) The lost, destroyed, or damaged cooperating country property;
 - (ii) The time and origin of the loss, destruction, or damage;
 - (iii) All known interests in commingled property of which the cooperating country property is a part; and
 - (iv) The insurance, if any, covering any part of or interest in such commingled property.
- (4) The recipient shall make repairs and renovations of the damaged cooperating country property or take such other action as the Agreement Officer directs.

- (5) In the event the recipient is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the cooperating country property, it shall use the proceeds to repair, renovate or replace the cooperating country property involved, or shall credit such proceeds against the cost of the work covered by the award, or shall otherwise reimburse USAID, as directed by the Agreement Officer. The recipient shall do nothing to prejudice USAID's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Agreement Officer, shall, at the Government's expense, furnish to USAID all reasonable assistance and cooperation (including assistance in the prosecution of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.
- (e) Access: USAID, and any persons designated by it, shall at all reasonable times have access to the premises wherein any cooperating country property is located, for the purpose of inspecting the cooperating country property.
- (f) Final Accounting and Disposition of Cooperating Country Property: Within 90 days after completion of this award, or at such other date as may be fixed by the Agreement Officer, the recipient shall submit to the Agreement Officer an inventory schedule covering all items of equipment, materials and supplies under the recipient's custody, title to which is in the cooperating country or public or private agency designated by the cooperating country, which have not been consumed in the performance of this award. The recipient shall also indicate what disposition has been made of such property.
- (g) Communications: All communications issued pursuant to this provision shall be in writing.

(END OF STANDARD PROVISION)

10. PUBLIC NOTICES (AUGUST 1992)

(This provision is applicable when the cognizant Activity Manager or SO Team determines that the award is of public interest and requests that the provision be included in the award.)

It is USAID's policy to inform the public as fully as possible of its programs and activities. The recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide."

The recipient may call on USAID's Office of External Affairs for advice regarding public notices. The recipient is requested to provide copies of notices or announcements to the cognizant technical officer and to USAID's Office of External Affairs as far in advance of release as possible.

(END OF STANDARD PROVISION)

11. COMMUNICATIONS PRODUCTS (October 1994)

This provision shall be included in every award over \$25,000.

- (a) Definition - Communications products are any printed material (other than non-color photocopy material), photographic services or video production services.
- (b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the agreement or approved in writing by the agreement officer. A copy of the standards for USAID-financed publications and video productions is attached.
- (c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the agreement schedule or in writing by the Agreement Officer:
 - (1) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
 - (2) Any communication products that will be sent directly to, or is likely to be seen by, a Member of Congress or Congressional staffer.
 - (3) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to PPC/CDIE and other USAID/W offices for internal use).

(END OF STANDARD PROVISION)

12. COST SHARING (MATCHING) (April 1998)

(This provision, along with 22 CFR 226., is applicable when the recipient has agreed or is required to cost share or provide a matching share.)

- (a) If at the end of any year (or funding period) hereunder, the recipient has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures, the difference may be applied to reduce the amount of USAID incremental funding the following year (or funding period), or, if the award has expired or has been terminated, the difference shall be refunded to USAID.
- (b) The source, origin and nationality requirements and the restricted goods provision established in the Standard Provision entitled "USAID Eligibility Rules for Goods and Services" do not apply to cost sharing (matching) expenditures.

(END OF STANDARD PROVISION)

13. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

(This provision is applicable where performance of the award will take place in "Covered" Countries, as described in ADS 206 (see 206.5.3))

- a) USAID reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
- b)
 - (1) For any loan over \$1000 made under this agreement, the recipient shall insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall or refund by the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
 - (2) Upon notice by USAID of a determination under section (1) and at USAID's option, the recipient agrees to immediately cancel, accelerate or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.
- c)
 - (1) The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID ("Designated Subrecipient") until advised by USAID that: (i) any United States Government review of the Designated Subrecipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the assistance to the Designated Subrecipient has been approved. Designation means that the subrecipient has been unilaterally selected by USAID as the subrecipient. USAID approval of a subrecipient, selected by another party, or joint selection by USAID and another party is not designation.

- (2) The recipient shall insert the following clause, or its substance, in its agreement with the Designated Subrecipient:

“The recipient reserves the right to terminate this [Agreement/Contract] or take other appropriate measures if the [Subrecipient] or a key individual of the [Subrecipient] is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.”

(END OF STANDARD PROVISION)

STANDARDS FOR USAID-FUNDED PUBLICATIONS

The following standards are intended as general guidelines for the production of USAID-funded publications that fall within the scope of those requiring USAID (LPA) approval.

The purpose of establishing basic standards is to enable LPA to work in a cooperative effort with agency bureaus and field missions to produce informative, professional and cost-effective products that meet the needs of a designated audience. The audience and distribution plans must be clearly defined and justification given that a real need exists for the proposed publication.

We are fully aware that there will be situations that warrant exceptions to these standards. Exceptions will be made by LPA on a case-by-case basis.

I. Publications Intended for a U.S. Audience, Including Congress:

- A. Use of color: Two-color maximum for both cover and text (black or blue ink, generally used for text, counts as one color). In the case of publications such as conference proceedings, one color is the standard.
- B. Paper: For both cover and text, use the most cost-effective stock that suits the publication's purpose. Make every effort to use recycled paper. Do not use heavy stock.
- C. Photos: Black-and-white.
- D. Content: Emphasize results achieved toward sustainable development through USAID programs. NOTE: In most cases, LPA will ask for a separate textual (ASCII) version of the final document for possible posting on USAID's Internet, which at present can support text only.
- E. Design: Avoid expensive folds/paper cuts, inserts/foldouts, die cuts, embossing, foil stamps and other design elements that add additional expense.

II. Reports Required by Congress

Most reports should be in typewritten, xeroxed format and respond specifically to what is required by statute.

III. Use of Metric Units of Measurement

Unless a waiver is granted, metric units are to be used in accordance with Executive Order 12770. Traditional units may be shown in parentheses after metric.

IV. Use of Agency Logo

The USAID logo (or the name of the agency written out) should be displayed prominently, e.g., on the cover or title page.

V. Approval Form

LPA is developing a "request-for-approval" form that will be put on the agency-wide computer network as a macro to simplify and streamline the approval process. Information that will be required is as follows: type and design/format of publication; justification for its need; clearly defined audience and distribution plans; print run; budget breakdown including costs for photographic services (if a contract photographer is used), writing, editing, design, layout and printing; whether OE or program funds are being used; and plans to evaluate the effectiveness of the product.

STANDARDS FOR USAID-FUNDED VIDEO PRODUCTIONS

The following standards are intended as general guidelines for USAID-funded video productions that require USAID (LPA) approval.

The purpose of establishing these basic standards is to enable LPA to work in cooperation with agency bureaus and field missions to produce informative, professional and cost-effective programs that meet the needs of the designated audience. The audience and distribution plans must be clearly defined. The purpose and production plans must be justified and must support a real need.

We are aware that USAID video productions generally fall into two categories--those produced for information/education of U.S. audiences, and those produced with program funds for largely foreign audiences. These guidelines will help missions decide which programs warrant video productions and how these should be produced.

We are also aware that certain situations will justify exceptions to these standards. Exceptions will be made by LPA on a case-by-case basis.

I. Basic Guidelines

- A. Content: Videos intended for U.S. audiences, including Congress, should portray concrete results or chronicle a USAID success story. The video should not be a "promo" for a contractor or a specialized technical report aimed at a narrow audience of experts. Videos produced with program funds for foreign audiences would usually be training tapes or other instructional material. Also, LPA will not approve video recordings of conference proceedings that can more appropriately be shared as written transcripts or audiocassette recordings.
- B. Format: The program should be shot in a professional television format: BETA, BETA-SP, or 3/4". Only viewing copies should be made in VHS. Programs may be shot in American TV standard (NTSC) or in PAL or SECAM TV standard.
- C. Producers: Direct contracts must comply with OFPP Letter No. 79-4 which establish a "Government-Wide Contracting System for Motion Picture and Videotape Productions" (as required by OFPP by OFPP letter 79-4.) The designated production team must have a track record producing information/education programs or other professional broadcast products. A brief list of previously produced programs should be included.

- D. Length: The video should be no more than 15 minutes, unless there is a strong justification.
- E. Copies: The number should be determined by the bureau/mission and reflected in the production budget. Viewing copies for NGOs, PVOs and local officials should be in VHS. Copies for local TV placement must be in 3/4" or BETA. A copy of the master of the finished program must be sent to the LPA video archive.

II. Approval Form

To simplify the approval process, LPA is developing a macro for the "request-for-approval" form that will be put on the agency wide computer network. The following information will be required.

- A. A general description of the subject of the video.
- B. The intended audience and a detailed distribution plan.
- C. Whether OE or program funds will be used.
- D. Budget breakdown to include costs for the following items:
 - Pre-production: research, script, shooting schedule (where the video will be shot);
 - Production: how many shooting days (include travel days), how much per day for the crew plus equipment. Please note: where possible, a local crew should be used; and Editing: how many hours, how much per hour, how much for graphics and titles.
- E. Discussion of plans to evaluate the script and the "rough cut" for the effectiveness of the product.

Note: All videos produced with USAID funds must be deposited in the LPA video archive. This includes all "source" tapes, plus a copy of the completed master program.